STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, WILLIAM RAYMOND HATFIELD, individually and doing business as PICKENSFIELD CONSTRUCTION COMPANY, and d/b/a PICKENFIELD BUILDERS (hereinafter referred to as Mortgagor) is well and truly indebted unto JIM BATES

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of ONE THOUSAND and No/100------

according to the terms of the note of even date, for which this mortgage stands as security

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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being located on Deercreek Drive and being known and designated as Lot 19 on plat of property of Valleybrook Subdivision, which plat is recorded in the RMC Office for Greenville County in Plat Book 4N at Page 60, and having, according to said plat, metes and bounds as shown thereon. This is the same property conveyed to Pickenfield Builders by deed of Edward C. Hall and Katie L. Hall, dated December 5, 1977, and recorded December 21, 1977, in Greenville County Deed Book 1070 at Page 593.

ALSO: ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Fork Shoals Road, containing 28 acres, more or less, being more particularly shown on plat of Property of John L. Sullivan, prepared by Freeland & Associates, dated September 4, 1973, and having the following metes and bounds, to-wit: BEGINNING at an iron pin in Fork Shoals Road, joint front corner of property now or formerly owned by John L. Sullivan, Jr., and running thence S. 62-32 W. 416.4 feet to an old iron pin; thence N. 17-23 W. 105 feet to an old iron pin; thence N. 19-00 W. 107 feet to an old iron pin; thence S. 65-04 W. 860.6 feet to a point in a creek, iron pin back on line at 20 feet; thence running along and with the meanderings of said creek, creek being the line, the traverse of which is S. 17-19 E. 65.1 feet to a point; S. 19-11 E. 60.0 feet to a point; S. 55-04 E. 82.4 feet to a point; S. 27-31 E. 187.0 feet to a point; S. 33-28 E. 117.0 feet to a point; S. 11-04 E. 100.0 feet to a point; S. 35-08 E. 125.6 feet to a point; S. 8-22 E. 97.1 feet to a point; S. 26-37 E. 150.5 feet to a point; S. 68-26 E. 96.0 feet to a point; N. 82-40 E. 56.4 feet to a point; S. 68-17 E. 200.0 feet to a point; S. 70-15 E. 127.8 feet to a point; and S. 20-16 E. 33.5 feet to a point; thence N. 51-17 E. 568.7 feet to an iron pin in road(old iron pin back on line at 29 feet); thence running along and with the western side of Fork Shoals Road, N. 5-00 W. 1037.0 feet to the beginning corner. This is the same property conveyed to William Raymond Hatfield, doing business as Pickensfield Construction Company, by deed of C. H. Cely, as Trustee, dated January 18, 1978, and recorded January 19, 1978, in Greenville County Deed Book 1072 at Page 139.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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