

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
JAN 7 2 26 PM '81

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

WHEREAS, Ligon Dean Kimbrell, Jr., William Albert Wilson and Edna P. Wilson,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Clayton T. Charping,  
P.O. Box 537, Taylors, SC 29687

(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

FORTY THOUSAND AND NO/100-----Dollars (\$ 40,000.00 ) due and payable

as follows, to-wit: Twenty Thousand and no/100 (\$20,000.00) Dollars on January 2, 1982,  
and the remaining Twenty Thousand and no/100 (\$20,000.00) Dollars on January 2, 1983,  
with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid:

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, the Mortgagee's heirs, 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:

PARCEL #1:

All that piece, parcel or lot of land in Greenville County, State of South Carolina, being shown and designated as lot number 28 on plat of Edwards Forest, Section III, recorded in plat book BBB, at page 149, Greenville County RMC Office and having the following courses and distances, to-wit:

Beginning on the southeast side of Wood Heights Avenue, corner of lot number 29 of said plat and running thence S. 37-38 W., 150 feet along said avenue to front corner of lot number 27; thence with the line of lot number 27, S. 52-04 E., 245.3 feet to Wood Creek Drive; thence with Wood Creek Drive, N. 12-28 E., 78.5 feet and N. 22-45 E., 84 feet to corner of lot number 29; thence with the line of lot number 29, N. 52-42 W., 189.9 feet to the beginning corner.

For derivation of title, see deed to Ligon Dean Kimbrell, Jr. recorded April 7, 1976, in deed volume 1034, at page 322, and deed recorded August 29, 1977, in deed volume 1063, at page 656, in the RMC Office for Greenville County, South Carolina.

PARCEL #2:

All that piece, parcel or lot of land located in the County of Greenville, State of South Carolina, known and designated as lot number 29 on a plat of Edwards Forest, Section III, said plat being recorded in the RMC Office for Greenville County in plat book BBB, at page 99, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin at the northwest intersection of Edwards Mill Road and Wood Creek Drive and running thence S. 29-44 W. 164.8 feet to an iron pin; thence S. 26-30 W. 35.2 feet to an iron pin joint corners of lots number 28 and 29; thence N. 52-42 W. 189.9 feet to an iron pin on the southern side of Wood Heights Avenue; thence N. 37-38 E. 173.4 feet to an iron pin; thence along a curve the chord of which is N. 85-20 E. 33.6 feet to an iron pin on the western side of Edwards Mill Road; thence S. 46-58 E. 73.4 feet to an iron pin; thence S. 60-38 E. 63.2 feet to the point of beginning.

For derivation of title, see deed to William Albert Wilson, Jr. and Edna P. Wilson recorded October 9, 1970, in deed volume 900, at page 176, in the RMC Office for Greenville County, South Carolina.

This mortgage is given to secure a note given by Charping Hardware and Paint, Inc., a South Carolina corporation, in the amount and payable as hereinabove recited. Payment of this note is also guaranteed by Ligon Dean Kimbrell, Jr. and William Albert Wilson, individually.

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 is 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

0173

4328 RV-2

3  
JAN 28 1981  
4.00