

MORTGAGE OF REAL ESTATE

BOOK 1592 PAGE 236

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } CO. S. C. MORTGAGE OF REAL ESTATE

JAN 18 4 48 PM '83

DONNIE J. TANKERSLEY
R.M.C.

WHEREAS, Davis Realty, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto FRANK T. HIPPS and WILLIAM G. HIPPS,

(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 SIX HUNDRED FOUR THOUSAND TWO HUNDRED FORTY AND NO/00 Dollars (\$604,240.00) due and payable

with interest thereon at the rate of TEN (10%) PER CENT PER ANNUM, to be paid as follows: One year's interest in the amount of \$60,424.00 due and payable on January 10, 1984; One year's interest in the amount of \$60,424.00 due and payable on January 10, 1985 and balance of \$604,240.00 payable in 15 equal annual installments of principal and interest commencing on January 10, 1986.

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, in Austin Township, approximately 2 1/2 or 3 miles East of the Town of Simpsonville, containing 151.81 acres, more or less, according to a survey and plat entitled "Property of Frank T. and William G. Hipps," prepared by James L. Strickland, Land Surveyor, on November 12, 1982 and recorded in the RMC Office for Greenville County in Plat Book 95 at Page 38, and reference is made to said plat for a more particular metes and bounds description.

This being the same property conveyed to the mortgagor herein by Deed of Frank T. Hipps and William G. Hipps, dated November 12, 1982 and recorded in the RMC Office for Greenville County in Deed Book 1181* at Page 53, with the following EXCEPTION: Three (3) one acre lots having the following metes and bounds: BEGINNING at an iron pin on Hunter Road, 1,373.5 feet East of Howard Drive and running thence, S. 14-33 W., 210 feet to an iron pin; thence N. 79-22 W., 624 feet to an iron pin; thence N. 14-33 E., 210 feet to an iron pin in Hunter Road and thence running S. 79-22 E., 624 feet to the POINT OF BEGINNING.* Recorded January 18, 1983

Mortgagees agree to release one (1) acre of land from the mortgage, for every FIVE THOUSAND (\$5,000.00) DOLLARS principal paid under the provisions of the above referenced Note.

Prepayments for releases will be credited toward the next principal payment due.

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SOUTH CAROLINA
DOCUMENTARY
STAMP
241.72

MORTGAGEES' MAILING ADDRESS: Fowler Road
Simpsonville, S. C.

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

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