

MORTGAGE OF REAL ESTATE

BOOK 1595 PAGE 586

GR: FILED
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
JONA
M.C. WILKERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, David R. Loyd and Karen B. Loyd

(hereinafter referred to as Mortgagor) is well and truly indebted unto Alvin C. Branson and Dorothy S. Branson

(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 Nineteen Thousand Seven Hundred and No/100 Dollars (\$ 10,700.00) due and payable

with interest thereon from 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 Mortgagee in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is herby 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

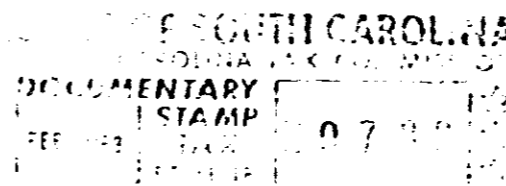
ALL that piece, parcel or tract of land situate, lying and being in the State and County aforesaid, Butler Township, about two miles south of Pelham, lying on the south side of Circle Road, being bounded on the north by the said road, on the east by lands of Fletcher Pinson, on the south by a branch and lands formerly of T. C. Snow and on the west by tract of land of Harold D. and Annie Ruth Odom, and having the following courses and distances, to-wit:

BEGINNING on a nail and cap in the center of the said road, joint corner of the Odom tract, and runs thence with the east line of their tract, S 12-15 E 1042 feet to an iron pin on the north bank of the branch; thence down and with the branch as the line, S 40-00 E 370 feet to a large Sweet Gum Tree on the north bank of the branch, joint corner of lands of Fletcher Pinson; thence with two common lines with Fletcher Pinson, N 12-27 W 533 feet to an old iron pin; thence N 29-00 E 524 feet to a nail and cap in the center of the said Circle Road and on the Pinson line; thence with the said road, S 37-43 W 163 feet to a point; thence continuing with the center of the road N 87-11 W 100 feet; thence N 31-21 W 100 feet; thence N 79-01 W 100 feet; thence N 31-26 W 100 feet; thence N 06-46 W 100 feet to the beginning nail and cap, containing Eight and Four-tenths (8.4) acres, more or less.

LESS: That certain piece, parcel, or lot of land beginning at an old pin located S 29-00 E 624 feet from a nail and cap in the center of Circle Road on the Pinson line and running thence S 77-33 W 175 feet to a point; thence S 12-27 E 250 feet to a point; thence N 77-33 E 175 feet to a point on the Pinson line; thence N 12-27 W 250 feet along the Pinson line to the point of beginning, being one (1) acre, more or less. Also a 20 foot wide strip running N 29-00 E 624 feet along and to the northwest of the Pinson line beginning at the northeast corner of the one (1) acre tract and running to the nail and cap in the center of Circle Road on the Pinson Line.

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above-described property.

This is a portion of the same property conveyed to the Mortgagors herein by general warranty deed of Alvin C. Branson and Dorothy S. Branson, dated February 23, 1993, and recorded in the PNC Office for Greenville County, S.C. in Deed Book 11,222 at Page 422.



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 whosoever lawfully claiming the same or any part thereof.

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