

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE, CO. S. C.

BOOK 1300 PAGE 873

JAN 31 1 17 PM '74
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Joe W. Hiller,

(hereinafter referred to as Mortgagor) is well and truly indebted unto James L. Barker and Blanche J. Barker

(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 Twenty-Three Thousand Eight Hundred Fifty and no/100 Dollars (\$23,850.00) due and payable in five (5) equal annual installments of Four Thousand Seven Hundred Seventy and no/100 (\$4,770.00) Dollars plus interest at a rate of eight per cent (8%) on the unpaid balance,

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:

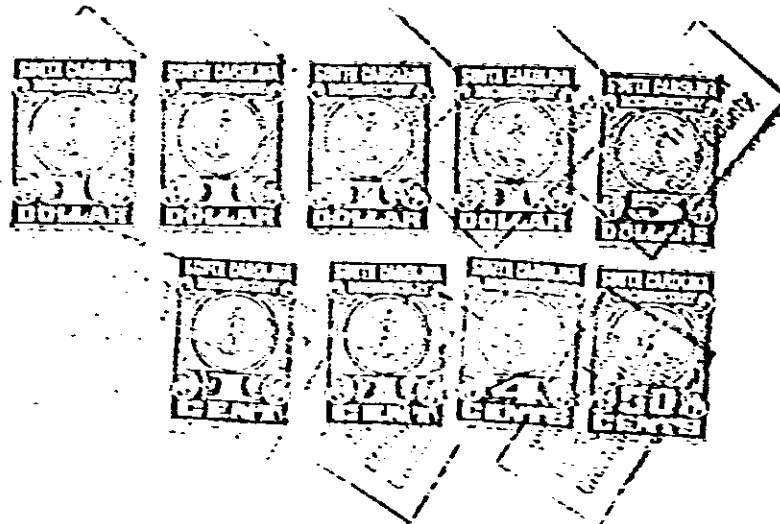
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, near the City of Greenville, and according to a Plat of Property of James L. & Blanche J. Barker dated January, 1974, by C. O. Riddle, R.L.S., having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of South Carolina Road #50 S. 2-00 E. 545.5 feet to an iron pin on the Southern side of a branch; thence S. 2-00 E. 179.5 feet to an iron pin; thence S. 3-00 E. 690.7 feet to an iron pin; thence N. 75-26 E. 248.5 feet to an iron pin; thence N. 2-37 W. 728.6 feet to an iron pin; thence N. 3-36 E. 297 feet to an iron pin; thence N. 9-54 W. 106.6 feet to the branch (iron pin located 16.15 feet South of the branch); thence following the meanderings of the branch N. 38-32 E. 252.7 feet to an iron pin; thence continuing with the branch N. 24-49 E. 257.5 feet to an iron pin; thence continuing with said branch N. 20-43 E. 194.5 feet to an iron pin; thence N. 74-24 W. 330.2 feet to a pin on the Northern side of South Carolina Road #50; thence running with said road S. 32-52 W. 563.7 feet to an iron pin.

This being 12.76 acres and being a portion of the property conveyed to James L. Barker and Blanche J. Barker by deed recorded in Deed Book 584 at page 487.

If the Mortgagor is desirous of getting the above described property released from said Mortgage prior to the expiration of the terms, Mortgagor shall grant to the Mortgagee the right to obtain a Mortgage on another piece of property with value at least in the amount of the principal due, subject to the terms of that note dated January 31, 1974, between Joe W. Hiller and James L. Barker and Blanche J. Barker.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 Mortgagee 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 who may lawfully claim the same or any part thereof.

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