

MORTGAGE OF REAL ESTATE MORTGAGEES' MAILING ADDRESS: P. O. Box 545, Travelers Rest, S. C.

STATE OF SOUTH CAROLINA GREENVILLE CO S.C.
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN;
BOOK 1600 PAGE 378

FILED
APR 1 3 37 PM '83
DONNIE S. TANNERSLEY
R.H.C.

WHEREAS, Delta Estates, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bobby Hawkins and Clifton Hawkins

(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 Four Hundred Twelve Thousand Two Hundred Twenty-Seven and No/100-----Dollars (\$ 412,227.00) due and payable

as provided for in Promissory Notes executed of even date herewith, the terms of which are incorporated herein by reference thereto.

~~with interest thereon~~

~~with interest thereon~~

~~with interest thereon~~

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, containing 23 acres according to a survey of the property of Wallace Hawkins and Reba Hawkins made by Jones Engineering Service, dated July 28, 1972, and recorded in the RMC Office for Greenville County in Plat Book 4-U at Page 52 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagor herein by deed of Reba H. Hawkins recorded in the RMC Office for Greenville County in Deed Book 1168 at Page 67 on June 4, 1982.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, bounded by U. S. Highway No. 25, S. C. Highway No. 13, being known and designated as Tract No. 5 of J. C. Hawkins Estate and Wirefab, Inc. and containing nine (9) acres according to a plat made by Terry T. Dill, dated October 31, 1969, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of property known and designated as Tract No. 5 of J. C. Hawkins Estate and running thence along said line, S.83-59 E. 1,002.4 feet to an iron pin on the right-of-way of S. C. Highway No. 13; running thence along right-of-way of Highway No. 13, S.08-24 W. 422.5 feet to a concrete marker; running thence along line of Wirefab, Inc., N.81-30 W. 951.5 feet to an iron pin on right-of-way of U. S. Highway No. 25; running thence N.00-53 E. 382.5 feet to an iron pin, the beginning corner.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Reba H. Hawkins recorded in the RMC Office for Greenville County in Deed Book 1168 at Page 65 on June 4, 1982.

ALSO: ALL that certain piece, parcel or tract of land with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, in Paris Mountain Township, containing 13.75 acres, more or less, according to plat of property of B. F. Marchbanks Estate made by Terry T. Dill, in October, 1965, and being on the eastern side of Poinsett Highway and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at iron pin on Poinsett Highway (U. S. Highway 276 and 25) and running thence along said Highway, S.12-39 E. 1,103.5 feet to iron pin; running thence along line of Tract No. 5 of J. C. Hawkins Estate, S.67-50 E. 118 feet to iron pin on Buncombe Road (Old U. S. 25); running thence along said road, N.33-00 W. 218.5 feet; thence continuing along edge of said road, N.38-58 W.1,736.5 feet to an iron pin; running thence S.59-00 W. 80 feet to iron pin on Poinsett Highway, the point of beginning.

*CONTINUED ON ATTACHED SHEET.

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.

0 3 7 8

4328-RV-2