

1211, BY 1191  
Thru 11/25/83

MORTGAGE OF REAL ESTATE -

BOOK 1824 PAGE 695

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE COUNTY  
MORTGAGE OF REAL ESTATE  
SEP 8 3 07 PM '83  
TO ALL WHOM THESE PRESENTS MAY CONCERN:  
DONALD E. YATES  
R.M.C.

WHEREAS, Donald Eugene Yates and Barbara Ann Yates

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles L. Fink, Jr., and Susan M. Fink

(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 Five Hundred and no/100-----  
----- Dollars (\$ 19,500.00 ) due and payable

no later than December 1, 2003

with interest thereon from \_\_\_\_\_ at the rate of 11% per centum per annum, to be paid: monthly

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, and being on the eastern side of U. S. Highway 276 as shown on a plat of survey prepared by W. R. Williams, Jr., dated October 1, 1982 and recorded in the RMC Office for Greenville County at Plat Book 9-Q, page 19 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Highway 276 and running thence S. 53-14 E. 102.0 feet to an iron pin in the center of old Jones Cap Road; thence N. 79-36 E. 220.5 feet to an iron pin; thence N. 74-08 E. 241.7 feet to an old iron pin; thence S. 47-36 E. 322.3 feet to a new iron pin; thence S. 64-30 W. 308.5 feet to a new iron pin; thence S. 79-29 W. 162.7 feet to a new iron pin; thence N. 70-44 W. 397.2 feet to an iron pin in the center of Old Jones Cap Road; thence along said roadway S. 62-58 W. 109.6 feet to an iron pin; thence S. 75-23 W. 118.7 feet to an iron pin in the center of U. S. Highway 276; thence along the center of said highway N.54-52 E. 139.4 feet to a point; thence N. 51-35 E. 157.6 feet to a point; thence N. 44-47 E. 175.9 feet to the point of beginning, and containing 5.0 acres, more or less.

THIS conveyance is made subject to all restrictions, rights-of-way, roadways, easements or other matters which might appear by examination of the public record or the premises herein.

THIS tract is particularly subject to an easement for ingress and egress granted to Mary P. Boyd, et al., as shown in the record of the RMC Office for Greenville County in Deed Book 1190, page 308, June 15, 1983

THIS is the same property conveyed to the Mortgagors herein by deed of Charles L. Fink, Jr., and Susan M. Fink recorded in the RMC Office for Greenville County at Deed Book 1195, Page 981, on September 8, 1983.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX  
SEP 8 1983  
\$ 07.80

400 8  
881801

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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