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1339 424

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Homer B. Hobbs and James R. Mann

(hereinafter referred to as Mortgagor) is well and truly indebted unto First National Bank of S. C.

(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

-----Fifty Thousand and No/100----- Dollars (\$50,000.00--) due and payable

ninety (90) days after date.

with interest thereon from date at the rate of nine (9) per centum per annum, to be paid: at maturity.

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 tract of land, situate, lying and being in Saluda Township, County and State aforesaid, containing 100 acres more or less ajoined by property now or formerly belonging to Pittman, Trammell, Fowler, and others having the metes and bounds shown on a plat thereof prepared by S. M. Martin in 1920. This is the same property conveyed to Lewis N. Scoggins by C. T. Kendrick by deed recorded in the RMC Office for the County and State aforesaid in Deed Book 87, at Page 138.

ALSO, all that piece, parcel or tract of land, situate, lying and being in Saluda Township, County and State aforesaid, containing 84½ acres more or less being known and designated as tract number 2 of the Milton Trammell property as shown on a plat thereof prepared by W. A. Hester on July 31, 1923 and having, according to said plat the following metes and bounds:

BEGINNING at a maple xom on a branch in the line of property of C. A. Fowler, and running thence along the meanders of said branch as the line in an easterly direction 19.55 chains to a popular xom; thence N. 07-00 W. 4.37 chains to a stake in an old road; thence N. 15½ W. 5.92 chains to a stake; thence N. 36½ W. 3.50 chains to a stone om; thence N. 12-00 E. 16.40 chains to a stone; thence N. 11-00 E. 10.20 chains to a stone; thence S. 74½ W. 5.40 chains to a chestnut stump; thence N. 54 W. 12.00 chains to a chestnut stump; thence S. 86 W. 17.90 chains to a chestnut om; thence S. 17 E. 1.75 chains to a stone; thence S. 23 E. 24.50 chains to a black gum om; thence S. 26 E. 15.00 chains to the point of beginning.

These are the same tracts conveyed to Homer B. Hobbs by deed from Fred C. Flournoy recorded in the RMC Office for the County & State aforesaid in Deed Book 683, Page 220.

The above tracts of land hereinabove described are the same property conveyed to 49er Ranch Development Corp. by Homer B. Hobbs by deed recorded in RMC Office for the County & State aforesaid January 15, 1962 in Deed Book 690 at Page 284. Said tracts of land are referred to on the block book for Greenville County as tracts 656.1-1-8 & 656.2-1-5, respectively.

Together with all and singular rights, members, herditaments, 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 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.