

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUN 9 12 33 PM 1961

WHEREAS, I, James Hunter Haynes,

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Peoples National Bank, Greenville, South Carolina,

(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 Five Thousand and 00/100

Dollars (\$5,000.00) due and payable as follows: Three Hundred and 00/100 (\$300.00) Dollars and interest then due on the 17th day of August, 1961, and Three Hundred and 00/100 (\$300.00) Dollars and interest then due on the 17th day of each and every third month thereafter until the entire amount of principal and interest has been paid.

with interest thereon from date at the rate of six per centum per annum, to be paid: quarterly

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, in the City of Greenville, on the north side of West Earle Street and being shown as a part of Lots 3 and 4 according to a resurvey and plat for the Estate of Mrs. F. L. Stone, prepared by Will D. Neves, Engineer, April 7, 1915, which plat is recorded in Plat Book E, at Page 157, in the R.M.C. Office for Greenville County, South Carolina, and having according to a plat and survey of the Property of F. S. Gary Estate made by Piedmont Engineering Service, dated November 7, 1949, the following metes and bounds, to wit:

Beginning at an iron pin on the North side of West Earle Street, which point is 406 feet East of the northeast intersection of West Earle Street and Rutherford Street and which point is the joint front lines of Lots 2 and 3; thence N. 1-05 E. 218.2 feet to an iron pin, which pin is 10.5 feet N. 1-05 E. of the dotted line shown on the Neves Plat above referred to; thence S. 86-05 E. 100 feet to an iron pin in the joint line of Lots 3 and 4; thence S. 1-05 W. 10.5 feet to an iron pin; thence S. 86-05 W. 35.3 feet to an iron pin; thence S. 1-05 W. 207.8 feet to an iron pin on the North side of West Earle Street; thence along said street N. 86-05 W. 35.3 feet to an iron pin joint front corner of Lots 3 and 4; thence N. 86-05 W. 100 feet to point of beginning and being the same property conveyed to James Hunter Haynes by O. P. Haynes and Cleo Brown Haynes by a deed dated December 27, 1960, and recorded in said R.M.C. Office in Deed Book 665 at Page 278.

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.