

MORTGAGE OF REAL ESTATE—Mann, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 12 3 44 PM '70

OLLIE FARNSWORTH
R.M.C.

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Harold L. Hyatt and Margaret W. Hyatt,
are

(hereinafter referred to as Mortgagor) well and truly indebted unto Eunice A. Baswell

(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 -----
Three Thousand Two Hundred Fifty and No/100----- Dollars (\$ 3,250.00) due and payable
\$50.00 on the 21st day of each month beginning May 21, 1970; payments to be applied first to
interest, balance to principal,

with interest thereon from April 21, 1970 at the rate of eight (8%) 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, on the southeastern side of Old Saluda Dam Road, and containing 11.4 acres, more or less, and being shown on plat of Property of Harold Hyatt dated June, 1970, prepared by Jones Engineering Services, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point in the center of Old Saluda Dam Road at the corner of property of P. A. Hairston Estate and running thence along the line of said P. A. Hairston Estate property S. 60-14 E. 248 feet to an iron pin; thence continuing along said line S. 40-46 E. 229 feet to an iron pin; thence S. 3-00 E. 715 feet to an iron pin; thence S. 82-26 W. 85.5 feet to an iron pin; thence along a branch as the line as follows: S. 34-51 W. 370 feet to a point, S. 66-30 W. 165.5 feet to a point, S. 79-30 W. 200 feet to a point, N. 25-00 W. 105.4 feet to a point and S. 59-48 W. 153 feet to a point on Saluda River; thence along said River N. 25-34 E. 276 feet, more or less, to an iron pin; thence N. 51-53 E. 177 feet to an iron pin; thence N. 47-43 E. 200 feet to an iron pin; thence N. 32-05 E. 286 feet to an iron pin; thence N. 3-18 W. 90.3 feet to an iron pin; thence N. 27-30 W. 500 feet to a point in the center of Old Saluda Dam Road; thence along the center of said Road N. 37-41 E. 100 feet to a point; thence continuing along the center of said Road N. 30-01 E. 71 feet to the point of beginning.

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.