

Mortgagee's mailing address: 301 College Street, Greenville, S. C.

GREENVILLE CO. S. C.

BOOK 1401 PAGE 802

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

21 10 04 1977  
RECORDED AT THE REGISTRY  
OFFICE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James C. Bates, Jr. and Phyllis G. Bates

(hereinafter referred to as Mortgagor) is well and truly indebted unto College Properties, Inc. and Peace Realty Company, Inc., trading as Hartwell Villas Associates, a Joint Venture

(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 Thousand, Seven Hundred and No/100-----Dollars (\$4,700.00 ) due and payable

250 AC

Payable in full at such time as obligors home at 206 Burdine Drive is closed out or July 1, 1977 whichever occurs first. There is no interest due on this debt. If the sale does not occur obligors are to convey property at 206 Burdine Drive to the obligee pursuant to their contract.

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

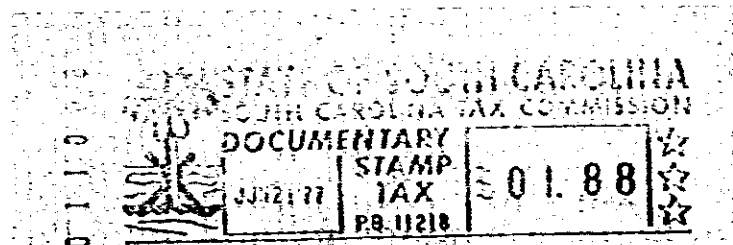
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, being known and designated as Lot No. 24 on plat of Enchanted Forest recorded in the RMC Office for Greenville County in Plat Book YY at Page 123 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of a County Road known as Burdine Drive at the joint front corner of Lots 23 and 24 and running thence with the joint line of said Lots S. 29-12 E. 165 feet to an iron pin at the joint rear corner of Lots 23 and 24; thence with the rear line of Lot 24, N. 60-48 E. 85 feet to an iron pin at the joint rear corner of Lots Nos. 24 and 25; thence with the joint line of said lots N. 29-12 W. 165 feet to an iron pin on the southeastern side of Burdine Drive, joint front corner of Lots 24 and 25; thence with the southeastern side of Burdine Drive S. 60-48 W. 85 feet to the point of Beginning.

This being the same property conveyed to the Mortgagors by deed of Carla A. Hill, Secretary HUD of Washington, D. C., recorded October 6, 1975 in the RMC Office for Greenville County in Deed Book 1025 at Page 310.



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 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.

1000  
2500  
0800

4328 RV-23