

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
FEB 5 4 21 PM '80
TANKERSLEY
R.M.C.

BOOK 1494 PAGE 953

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

WHEREAS, Terry L. Buffkin and Mary Virginia H. Buffkin

(hereinafter referred to as Mortgagor) is well and truly indebted unto Madeline Haynsworth Chandler

(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 One Hundred Thirty-Three Thousand Three Hundred Fifty-One and 63/100-----Dollars (\$133,351.63) due and payable

as provided for in three (3) separate Promissory Notes executed of even date herewith, totaling \$133,351.63.

~~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:~~

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, the Mortgagee's heirs, 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, Bates Township, being shown and designated on plat of property of Q. A. Morrison sold to Madeline Chandler on Tubbs Mountain, prepared by Terry T. Dill, C.E. and L.S., dated May 2, 1963, recorded in the RMC Office for Greenville County in Plat Book W at Page 495, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern corner of said tract near the intersection of the Tubbs Mountain Road and other road and running thence along said Tubbs Mountain Road and property now or formerly of McCauley, N.01-55 E. 269 feet to a point; thence N.12-30 E. 203.3 feet to a point; thence N.33-00 E. 335.3 feet to a point in said road; thence turning and running N.53-45 W. 23 feet to a point on the edge of said road; thence N.48-05 W. 172 feet to a point; thence N.43-45 W. 372 feet to an iron pin; thence turning and running along the common boundary of the property herein conveyed and properties now or formerly of Jones and Goldsmith, N.74-45 E. 1815 feet to a point; thence turning and running along the common boundary of property herein conveyed and properties now or formerly of Rice, Morrison and Hunt, S.01-02 W. 508 feet to a point; thence S.06-06 E. 448 feet to a point; thence S.05-44 W. 342 feet to a point on top of ridge; thence turning and running N.82-00 W. 119 feet to a point; thence turning and running S.15-00 W. 233.4 feet to a point on edge of road; thence S.15-00 E. 214 feet to an iron pin; thence turning and running S.74-38 W. 911.8 feet to an iron pin; thence N.60-45 W. 668 feet to the point of beginning, containing 55.35 acres, more or less.

LESS HOWEVER, approximately two acres of said property consisting of two triangular parcels located on the south side of the unnamed road on the southern boundary of the property adjacent to the lan now or formerly owned by Paul Hunt, and being more particularly described on Plat of Property of Paul Hunt prepared by W. R. Williams, Jr., Engineer/Surveyor and dated January 19, 1977, to which reference is hereby craved.

THIS is same property as that conveyed to the Mortgagors herein by deed from Madeline Haynsworth Chandler recorded in the RMC Office for Greenville County of even date herewith.

THIS is a third mortgage subject to that certain first mortgage to Liberty Life Insurance Company recorded in the RMC Office for Greenville County in Mortgage Book 952 at Page 194 and second mortgage to South Carolina National Bank recorded in the RMC Office for Greenville County in Mortgage Book 1399 at Page 114.

THIS mailing address of the Mortgagee herein is 127 Ashford Avenue, Greenville, S. C.

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 is 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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