

Ms. Georgia S. Hudson  
604 Central Avenue  
Mauldin, S. C. 29662

1438 PAGE 790

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) PURCHASE MONEY MORTGAGE OF REAL ESTATE .

WHEREAS, Robert L. Ware and Jacqueline C. Ware (hereinafter referred to as Mortgagor) is well and truly indebted unto Loyd A. Smith, Georgia S. Hudson, Sue S. McCall, Kay S. Siau, their heirs, and assigns, as their interest appear pursuant to the Masters Report and Decree as contained in C.A. 80-CP-23-75 in the Matter of Loyd A. Smith vs. Georgia S. Hudson et al, filed in the records of the office of the Clerk of Court for Greenville County, South Carolina, (hereinafter collectively 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 Ten Thousand, Eight Hundred Thirty-nine and 57/100ths-----Dollars (\$ 10,839.57 ) due and payable with interest thereon from even date at the rate of nine percent (9%) per annum to be paid as specified in said promissory note.

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 Mortgage may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee pursuant to this mortgage 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being shown on plat entitled "Loyd A. Smith Life Estate, Tract 4" as prepared by Freeland & Associates dated October 24, 1979, as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 76, Page 13, and having according to said plat the following metes and bounds to-wit:

BEGINNING at a railroad spike at the intersection of Roper Mountain Road and Godfrey Road and running thence with the center line of said Roper Mountain Road N 29-47 W 463.7 feet to a railroad spike; thence leaving said Roper Mountain Road and running along the common line of tracts 3 and 4, N 59-14 E 594.0 feet to an iron pin, crossing a reference iron pin 25 feet from the center line of Roper Mountain Road; thence S 11-00 W 522.4 feet to a point in the center line of said Godfrey Road crossing a reference iron pin at 32 feet from said center line; thence with the center line of said Godfrey Road S 42-57 W 264.5 feet to a railroad spike, the point of beginning, said tract containing a total of 4 acres inclusive of road right of ways or a net acreage of 3.635 acres exclusive of road right of ways.

DERIVATION: This is the same property conveyed to mortgagor by deed of Frank P. McGowan, Jr. Master in Equity for Greenville County, South Carolina pursuant to the Masters Report as filed for record in the Office of the Clerk of Court for Greenville County, South Carolina in C.A. 80-CP-23-75.

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.

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