

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PURCHASE MONEY MORTGAGE OR REAL ESTATE
J. W. SHERLEY

WHEREAS, William M. Hinman and Julia G. Hinman (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 Six Hundred Sixty One and 43/100 (\$10,661.43) Dollars due and payable with interest thereon from even date at the rate of nine (9%) per cent 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 of South Carolina, County of Greenville, and being shown on plat entitled "Loyd A. Smith Life Estate, Tract 3" as prepared by Freeland & Associates dated October 18, 1979, as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 74, Page 87, and containing according to said plat the acreage shown thereon.

DERIVATION: This is the same property conveyed to Mortgagors 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.

Address of Mortgagees: c/o Ms. Georgia S. Hudson, 604 Central Avenue
Mauldin, South Carolina 29662

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CLERK OF COURT
GREENVILLE COUNTY
SOUTH CAROLINA

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 and 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.

The Mortgagor further covenants and agrees as follows:

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