Mortgagee's Address: 503 Summit Drive, Greenville, S.C. 29609 PAGE 311

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

R: TO ASL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Charles ENBancroft RSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Viva B. Hines

as per the terms of that promissory note dated January 6, 1983

with interest thereon from date at the rate of 12½% per centum per annum, to be paid:

WHEREAS, the Nortgagor 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 gransed, 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

ALL that piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, containing 1½ acres, more or less, and fully shown and set forth on the extreme northeast corner of a plat of the C.F. Toms lands as recorded in Plat Book U, Page 105. The said lot of land is triangular in shape and lies between two roads in the manner and as represented on the said plat and the courses and distances as given on that plat are adopted and made a part hereof.

LESS, HOWEVER:

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 west side of Ridge Road as shown on a plat of the same prepared by Clifford C. Jones, R.L.S., dated February 14, 1973, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Ridge Road at the joint front corner of property of the Grantor and property of Gordon B. Galbraith, Jr., and running thence along the joint line of said properties N. 79-25 W. 272.5 feet to an iron pin; thence N. 32-30 E. 125 feet to an iron pin; thence S. 81-49 E. 224 feet to an iron pin on the western side of Ridge Road; thence along the line of Ridge Road S. 9-27 W. 125 feet to an iron pin, the beginning corner.

This being the same property conveyed to the grantor herein by deed of the grantee and recorded herewith.

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Together with all and singular rights, members, herditaments, and appurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 tratifies 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 coversants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.

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