LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

vol 1662 25:579

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLES

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

WHEREAS, John W. Evans and Annie J. Evans

(hereinafter referred to as Mortgagor) is well and truly indebted unto Hill's Enterprises, a South Carolina Partnership

thereinafter 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 Nine Thousand Seven Hundred Forty and 50/100-----

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto and made a part hereof.

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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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, the Mortgagoe'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.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, City of Greenville, State of South Carolina, being more particularly described as Lot No. 49 as shown on plat entitled "Subdivision for Abney Mills, Poinsett Plant, Greenville, South Carolina", made by Pickell & Pickell, Engineers, March 5, 1969, and recorded in the RMC Office for Greenville County in Plat Book QQ at Page 51 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description. This property is also known as No. 1 Willard Street and fronts thereon 110 feet, more or less.

THIS is the same property as that conveyed to the Mortgagors herein by deed of Billy C. Hill recorded in the RMC Office for Greenville County of even date herewith.

THIS is a second mortgage subject to that certain mortgage to The Kissell Company recorded in the RMC Office for Greenville County in Mortgage Book 1656 at Page 612 on April 10, 1984 in the original amount of \$19,722.00 and having a present balance of \$19,722.00.

THE mailing address of the Mortgagee herein is 108 Gateway Drive, Greenville, South Carolina 29615.

THERE will be a 10% late charged added to all payments not made on time.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
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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 bousehold 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 RESIDENCE OF THE PROPERTY OF THE PROPERTY

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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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