

MORTGAGE OF REAL ESTATE

Please MAIL TO DEN UNW RYER  
ST. 3 700 E NORTH ST.  
GREENVILLE, SC 29601

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE VOL 1876 PAGE 570

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, CHARLES V. HINTON, JR. AND KAREN L. HINTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto WALTER C. WORSHAM, TRUSTEE

(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

Fifty Thousand and 00/100-----Dollars (\$50,000.00) due and payable

with interest thereon from July 23, 1984 at the rate of 12% per centum per annum, to be paid quarterly

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, 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

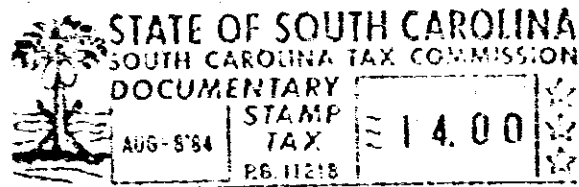
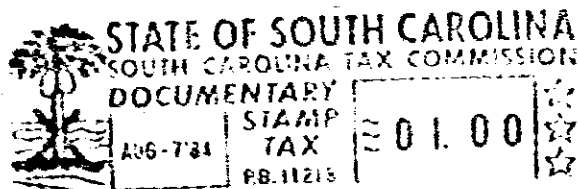
ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the easterly side of Whittlin Way near the City of Greenville, South Carolina being a portion of Lot 75, Pebble Creek Subdivision, Phase I, recorded in the REC Office for Greenville County, South Carolina in Plat Book 5-D, Page 4, and having, according to a more recent survey entitled "Property Survey for the Pink Companies" dated February 14, 1984, prepared by Arbor Engineering and recorded in the REC Office for Greenville County, South Carolina in Plat Book 5-D, at Page 4, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Whittlin Way said pin being the joint front corner of Lots 74 and 75 and running thence with the easterly side of Whittlin Way N. 11-56 W. 115.04 feet to an iron pin; thence turning and running through Lot 75 N. 78-15 E. 187.70 feet to an iron pin; thence S. 7-55 E. 119.33 feet to an iron pin the joint rear corner of Lots 74 and 75; thence with common line of said lots S. 79-32 W. 179.40 feet to an iron pin the point of beginning.

This property is mortgaged subject to all restrictions, setback lines, roadways, easements, and rights of way, if any, appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described.

This is the identical property conveyed to the Mortgagors by deed from the Pink Companies, and is junior in priority to that certain mortgage to American Federal Savings and Loan Association in Mortgage Book 1872 at Page 961, dated 7/16/84 and recorded 7/17/84. For derivation see Hamlett Builders, Inc. dated February 29, 1984 and recorded in the REC Office Deed Book 1207, at Page 185 on February 29, 1984.

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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 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.