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BOOK 1208 PAGE 345

MORTGAGE OF REAL ESTATE Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINAL E FARNSWORTH R. H. C. IN

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Mhom These Presents May Concern:

Whereas: Robert E. Hamby, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Peoples National Bank, Simpsonville, South Carolina

in equal monthly installments of \$138.58, payments to be applied first to interest and then to principal,

with interest thereon from date at the rate of eight (8%) per centum per annum to be paid: monthly

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, in the City of Greenville, located on the easterly side of Summit Drive and being known as Lot No. 1 of property of Greenville Builders, Inc. as shown by plat thereof recorded in Plat Book "R" at Page 133; and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stake on the easterly side of Summit Drive which stake is located 350 feet north from Northwood Avenue and running thence S. 88-40 E. 305 feet to a point; thence N. 23-22 W. 67 feet to a stake at corner of Lot No. 2; thence with the line of Lot No. 2, N. 82-30 W. 278.5 feet to a stake on Summit Drive; thence with the easterly side of Summit Drive S. 1-43 W. 92.1 feet to the beginning corner and being the same property conveyed to the mortgagor herein by deed of Paul A. Ward and Caroline D. Ward to be recorded herewith.

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.