FILED
GREENVILLE CO. S. C.
OCT 25 3 37 PM '77
DONNIE S. TANKERSLEY
R.H.C.

BOOK 1413 PAGE 836

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RANDALL D. BAYNE AND PAMELA L. BAYNE

(hereinafter referred to as Mortgagor) is well and truly indebted unto WALTER L. BAYNE AND HAZEL P. BAYNE

(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 Three Thousand Five Hundred and No/100 ---------- Dollars ($ 3,500.00) due and payable

$112.00 per month commencing December 1, 1977, and $112.00 on the 1st day of each and every month thereafter until paid in full, for a total of 36 months.

with interest thereon from date hereof at the rate of Eight & one-half (8½%) 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, being shown as Lot No. 5 on plat of E. A. Poole Estate which plat is recorded in the RMC Office for Greenville County in Plat Book PPP, Page 135, and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of McCarrell Road at the joint front corner of Lots 5 and 6 and running thence with the line of said lots, S. 2-30 W. 438.8 feet; thence N. 88-40 W. 186 feet; thence N. 2-30 E. 441.3 feet to a point in the center of McCarrell Road; thence with the center of McCarrell Road, S. 87-49 E. 186 feet to the point of beginning, and containing 1.9 acres, more or less.

Derivation: Tessie Mae Poole, Deed Book 825, Page 630, recorded August 10, 1967.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
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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 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.

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