date

MORTGAGE OF REAL ESTATE-Office of Leather God, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 10 ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

I. N. PATTERSON, JR. AND KATHLEEN J. PATTERSON

(hereinafter referred to as Mortgagos) is well and truly indebted unto R. G. DARBY AND RUTH HIX DARBY

(bereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of

Fourteen Thousand and No/100 Dollars is 14,000.00 due and payable in accordance with the terms of a promissory note of even date herewith.

with interest thereon from

at the rate of

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 delet, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, the Mortgagor's beirs, successors and assigns:

ALL that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina and being shown and designated as Lots Nos. 2 and 3 or property of R. G. Darby and Ruth Hix Darby according to a plat by Jones Engineering Service, dated July 8, 1976 and revised October 24, 1979, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a railroad spike in the center of Gap Creek Road at the joint front corner of Lots 3 and 4 and running thence with the line of Lot 4, S. 34-57 E. 150.3 feet to a point; thence S. 47-37 E. 218.6 feet to an iron pin; thence S. 27-24 E. 206.3 feet to a point in the rear corner of Lots 3, 4 and 1; thence with the line of Lot 1, N. 52-09 E. 108 feet to a point in the joint rear corner of Lots 3 and 2; thence continuing with Lot 1, N. 82-40 E. 51.5 feet to an iron pin; thence N. 25-43 W. 168.6 feet to an iron pin; thence N. 46-30 W. 299.3 feet to a railroad spike in the center of Gap Creek Road; thence with the center of Gap Creek Road, S. 69-22 W. 155.3 feet to an iron pin, the point of beginning.

Being the same property conveyed to Mortgagors herein by deed of R. G. Darby and Ruth Hix Darby, dated November , 1979 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1115, at Page 500.

Logether with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appeartaining, 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 is is lawfully seized of the premises hereinal-ove 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 hens and encumbrances except as provided herein. The Mortgagor further coverants to warrant and focuser defend all and sungular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully clouding the same or any part thereof.