STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

Y

MORTGAGE OF REAL ESTATE

10 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, DOCK BENJAMIN HOWARD, III and ROBERT FREEMAN HIPPS

(hereinafter referred to as Mortgagor) is well and truly indebted unto CECIL L. DUFFIE

in three (3) annual installments, with said installments to be one-third (1/3) of principal plus accumulated interest, with the first payment being due and payable one (1) year from date.

with interest thereon from date at the rate of Nine(9%)r centum per annum, to be paid: annually

WHEREAS, the Mortgagor may Pereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for terms insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN. That the Mortgagor, in consideration of the aforessic 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 (\$3.60) 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:

being in the State of South Carolina, County of GREENVILLE, in Grove Township, consisting of approximately two (2) acres, being a portion of the property shown on a survey for Cecil L. Duffie recorded in the RMC Office for Greenville County, S.C., in Plats Book 5-B at Page 88, and having, according to a more recent plat prepared by Carolina Surveying Co. entitled "Survey for Howard & Hipps", the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Log Shoals Road and Fork Shoals Road and running thence with the right of way of Log Shoals Road N. 83-04 W. 390 feet to an iron pin; thence turning and running along the line of other property of the grantor N. 6-59 E. 263.6 feet to an iron pin on the line of property of Frank Eppes; thence N. 86-59 E. 224.4 feet to an old iron pin on the right of way of Fork Shoals Road; thence with the right of way of Fork Shoals Road S. 22-14 E. 346.3 feet to an iron pin, the point of BEGINNING.

This being the same property conveyed to the Mortgagors herein by deed of Cecil L. Duffie of even date to be recorded herewith.

PROPERTY OF STATE OF

Mortgagee's address:

17 Howell Circle

Greenville, South Carolina 29615

Together with all and singular rights, members, herditaments, and oppurtecances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 lowfully seized of the premises hereinabove described in fec 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsever lawfully claiming the same or any part thereof.

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