MURTGAGE OF REAL ESTATE-Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

Mortgagee's Address: 101 Donnybrook Ave. Greenville, SC 29609

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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JAMES C. BAYNE TO ALL WHOM THESE PRESENTS MAY CONCEIN:

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto R. A. HUDGENS AND EVA M. HUDGENS

(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

- FIFTEEN THOUSAND AND NO/100- - - - - - - DOLLARS (\$ 15,000.00 ).

with interest thereon from date at the rate of ten (10) ber centum per annum, said principal and interest to be In annual installments of TWO THOUSAND FOUR HUNDRED FORTY-ONE AND 18/100 (\$2,441.18) DOLLARS each, including principal and interest computed at the rate of ten (10%) per cent per annum on the unpaid balance, the first annual installment being due on the 16th day of July, 1985, and a like payment on the same day each year thereafter until paid in full, for a total of ten (10) years.

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 Morigegor in hand well and truly paid by the Morigagee 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 Morigagee, its successors and assigns:

"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, simule, lying and being in the State of South Cerolina, County of Greenville, on the southeastern side of S.C. Highway No. 53 and on the northeastern side of Hilltop Avenue in the County of Greenville, State of South larolina, being shown as a tract containing 0.932 ac. on a plat of the property of James C. Bayne dated July 6, 1984, prepared by Freeland & Associates, recorded in Plat Book 10V at page  $5\psi$  in the R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of S.C. Highway No. 253 at the corner of property now or formerly belonging to Finley, and running thence with the Finley property, S. 44-37 E. 119.46 feet to an iron pin; thence S. 40-03 W. 60 feet to an iron pin; thence S. 33-25 W. 134.15 feet to an iron pin; thence S. 51-58 W. 75 feet to an iron pin on Hilltop Avenue; thence with the right of way of Hilltop Avenue N. 37-33 W. 174.20 feet to an iron pin; thence N. 9-00 E. 20.63 feet to an iron pin; thence N. 55-34 E. 231.07 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of mortgagee dated July 16, 1984, to be recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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