MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, RALPH BAILEY, KNOX HAYNSWORTH & ALBERT Q. TAYLOR, JR.,

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(hereinafter referred to as Mortgagor) is well and truly indebted unto

JAMES W. WILLIS & MARY M. WILLIS,

(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

FIFTY-FIVE THOUSAND

Dollars (\$55,000.00

) due and payable

Progression in

ON JANUARY 15, 1985,

no with interest thereon from

d at the ra

per centum per annum, to be paid:

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:

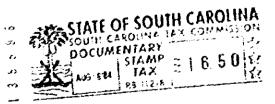
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagor at any time for advances made to or for his account by the Mortgagoe, and also in consideration 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 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 Mortgagee's heirs, 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

All of that lot of land in the State of South Carolina, County of Greenville, in Cleveland Township, containing 5.61 acres, more or less, and being designated as Lot No. 1, JOHN H. WILLIAMS Tract on property of Paris Mountain-Caesar's Head Co., Sumter Hill Development and having the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Geer Highway, U.S. 276 at the corner of Lot No. 2 and running thence N 17 W 606 feet to an iron pin at the rear corner of Lot Nos. 8 & 9; thence N 51-40 W 278 feet to the rear corner of Lot Nos. 13 and 14; thence along the rear of Lot 14, S 28-35 W 90 feet to an iron pin; thence S 15-30 W 270 feet to an iron pin; thence due South 223 feet to an iron pin on the northern side of Sumter Drive; thence with said Drive, S 44-20 E 100 feet to an iron pin; thence S 21-30 E. 93.5 feet to an iron pin on the northern side of Geer Highway; thence along the Northern side of Geer Highway, approximately S 82 E 418 feet, more or less, to the point of beginning. Part of the property adjoining Geer Highway has now been taken and included in the boundaries of said Highway by virtue of the widening of the road.

This property is shown on a plat by Dalton & Neves in Plat Book G, page 213, a revision of an earlier plat unrecorded by Dalton & Neves in July of 1925. This being the same property conveyed to the Grantors herein by deed recorded in Deed Book 822 page 617 and Deed Book 1095 at page 670 in the Greenville County RMC Office.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertairing, 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 attacked, connected, or fitted thereto in any manners 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 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 sail premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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