STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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SREE 17 | 22 PHILE WHOM THESE PRESENTS MAY CONCERN: JANIS HAYDEN NICHOLTON, REOFmerly Janis H. Hayden,

WHEREAS.

(hereinalter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY, P. O. Box 544, Travelers Rest, S. C. 29690

(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) due and payable

pursuant to terms of Note of even date.

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, parce) 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, in Bates Township, about one mile West of Renfrew Mill known as Lot No. 45 of the I. H. Philpot property shown on plat made by H. L. Donahoo, Surveyor, Dec., 1949, and recorded in the R.M.C. Office for Greenville County in Plat Book T, at Page 427, and also being shown on a more recent plat prepared by J. C. Hill, R.L.S., for Aubrey G. and Janis H. Hayden, October 17, 1964, and having, according to the more recent plat, the following metes and bounds to wit:

BEGINNING at a point in Hodgens Drive, and running thence N. 4 W. 20 feet to an iron pin on the northeastern side of Hodgens Drive at the corner of property now or formerly owned by Fortune and running thence with Fortune line, N. 4 W. 490 feet to an iron pin on the southwestern side of Boyd Drive; thence due west 83 feet to an iron pin at the corner of Hix property; thence with the line of Hix property, S. 7 W. 560.6 feet to an iron pin on the northern side of Hodgens Drive; thence continuing S. 7 W. 14.4 feet to a point in Hodgens Drive; thence with Hodgens Drive, N. 73-30 E. 200 feet to the beginning corner.

This being the same property conveyed to Mortgagor by deed from Albert Hugh Hix dated February 3, 1968, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 778 at Page 399, and by deed from Aubrey G. Hayden recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 1041 at Page 249 on August 16, 1976.

> STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP . TAX SEP I PB4 P.S. 11218

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 beirs, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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