

RECEIVED
MORTGAGE OF REAL ESTATE CO. S. C.

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

RECORDED
10 49 PM 1976
DONNIE S. TANKERSLEY
R.H.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES R. HOLLINGSWORTH

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES F. ZUPAN and AILEEN ZUPAN

(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
Twelve Thousand, Five Hundred and No/100----- Dollars (\$ 12,500.00) due and payable
in the following manner:

The sum of \$2,000.00 due and payable May 14, 1980; the sum of \$2,000.00 on the 14th of May
each year thereafter, with the final payment of \$2,500.00 due and payable May 14, 1985;
interest to be computed at the rate of 8% per annum and paid annually on the unpaid balance.

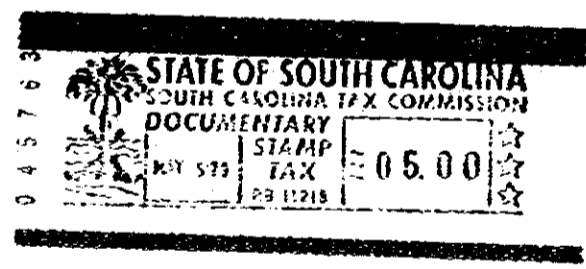
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 Mortgagee 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, 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 Greenville, in Paris Mountain Township, being on the north side of McElhaney Road 0.4 miles east of wherein McElhaney Road intersects with the east side of Highway S-23-132, said intersection being 3/4 mile north of the intersection of Highway S-23-132 and Highway S-23-109 at a point 7 miles northwest of Greenville, South Carolina.

BEGINNING at an iron nail pin in the center of McElhaney Road and running thence N. 30 W. 156.8 feet to an iron stake; thence running with the land line of Zupan N. 18-20 E. 488.4 feet to an iron stake thence running S. 20-30 E. 422 feet to an iron stake in the center of McElhaney Road, said line running across BRAC #6 Utility Pole; thence running with the center of McElhaney Road S. 45-30 W. 299.6 feet to the point of the beginning.

This being the same property conveyed to the Mortgagor herein by deed of James F. Zupan and Aileen Zupan dated and recorded in the R.M.C. Office for Greenville County, South Carolina simultaneously herewith.



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

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