

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
NOV 2 4 17 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HAWKINS REAL ESTATE, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAROLYN D. MCCALL

(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 FORTY-TWO THOUSAND FIVE HUNDRED AND NO/100----- Dollars (\$ 42,500.00) due and payable \$1,000.00 per month, payments applied first to interest and balance to principal, first payment to commence January 15, 1980. It is understood and agreed that the holder of this Mortgage and the Note which it secures, shall have the right, at any time, by giving 30 days notice to the Mortgagor, to declare the full amount with interest due and payable irrespective of the terms with interest thereon from date at the rate of 14% per centum per annum, to be paid: monthly and conditions set forth herein.

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, 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, containing 20.83 acres more or less as shown on plat of the Property of McDonald McCall according to a survey made by Carl Duncan, July 17, 1974, and recorded in Plat Book 5H, page 8, and having according to said plat the following courses and distances, to wit:

BEGINNING at iron pin on Settlement Road at the corner of property heretofore conveyed to Jessie J. Hamby and Ruby L. Hamby as shown in Plat Book 7N, page 93, and running thence along the approximate center of said Settlement Road (sometimes referred to as Bayne Road) N. 38-21 E. 45 feet; thence continuing with the center of said road the following courses and distances: N. 35-18 E. 200 feet, N. 33-16 E. 600 feet, N. 38-17 E. 100 feet, N. 43-16 E. 100 feet, N. 47-29 E. 200 feet, N. 51-54 E. 90 feet, N. 67-14 E. 80 feet, N. 84-33 E. 80 feet and S. 86-10 E. 108 feet to the approximate center of the White Horse Road; thence along the approximate center of the White Horse Road S. 41-52 E. 180 feet; running thence S. 17-13 W. 637 feet; thence S. 81-55 E. 239 feet; running thence S. 8-02 E. 210 feet; thence with the creek as the property line N. 71-02 W. 95 feet, N. 66-24 W. 100 feet, N. 73-37 W. 130 feet, S. 66-25 W. 105 feet, S. 33-00 W. 330 feet and S. 26-45 W. 258.1 feet; running thence with the Jessie J. and Ruby L. Hamby property line N. 50-36 W. approximately 651.13 feet to iron pin, the beginning corner.

This being the same property conveyed to the Mortgagor herein by deed of the Mortgagee herein of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.

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RECORDS & DEEDS
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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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