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RICHARDSON AND JOHNSON, P. A., GREENVILLE, S. C. 29602

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STATE OF SOUTH CAROLINA } JAN 24 12 19 PM '79 MORTGAGE OF REAL ESTATE  
COUNTY OF GREENVILLE } DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN,  
R.M.C.

To Harold P. Hayes  
3624 School House Lane  
Charlotte, N.C. 28211

WHEREAS, Donald E. Brown and Rose L. Brown

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. G. Hayes and Lillie Owens Hayes

(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

Four Thousand Seven Hundred and No/100-----Dollars (\$4,700.00 ) due and payable according to terms of promissory note executed of even date herewith,

with interest thereon from date at the rate of eight per centum per annum, to be paid: monthly

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, in the City of Greenville, being known and designated as Lot No. 60 on a plat of College Heights, recorded in and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Waddell Street at the joint front corner of Lots Nos. 77 and 78 and running thence with the line of Lots 78 and 79 S. 85-25 E. 685.0 feet to an iron pin; thence S. 3-35 W. 160 feet to an iron pin; thence N. 85-25 W. 676.9 feet to an iron pin on the eastern side of Waddell Street at the joint front corner of Lots Nos. 75 and 76; thence with the eastern side of Waddell Street N. 0-42 E. 160.4 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of W. G. Hayes and Lillie Owens Hayes dated January 23, 1979, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1095, at Page 997.

The within mortgage may not be assumed by any subsequent purchaser without the express written consent of the mortgagee.

Paid in full, satisfied and cancelled this 14th day of May, 1979. MAY 23 1979

Witness: *[Signature]* W. G. Hayes  
*[Signature]* Lillie Owens Hayes

Together with all and singular rights, benefits, 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 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.

STATE OF SOUTH CAROLINA  
DONNIE S. TANKERSLEY  
DOCUMENTARY STAMP TAX  
MAY 23 3 06 PM '79  
GREENVILLE CO. S.C.

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