STATE OF SOUTH CAROLINA

COUNTY OF CREENVILLES

MORTGAGE OF REAL ESTATE

VOL 1633 20128

TO S. C. S. C.

WHEREAS, KENNETH L. MATLEY ASSET

(hereinafter referred to as Mortgager) is well and truly indebted unto EARLINE BAILEY

per note executed this date or any future modifications, extensions or renewals thereof

with interest thereen from date at the rate of per note per centum per annum, to be paidper note

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

NOW, KNOW ALL MEN, That the Mortgager, in consideration of the aferessic debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgager may be indebted to the Mortgages at any time for advances made to or for his account by the Mortgages, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgages in hand well and truly paid by the Mortgages at and before the scaling and delivery of these presents, the receipt whereat is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgages, its successors and assigns:

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, containing 2.2 acres, more or less, and designated as Tract 1 on a plat entitled "Survey for Clara Mae Bailey Estate" prepared by Carolina Survyeing Co. June 21, 1982, and recorded in the RMC Office for Greenville County, SC in Plat Book 9-D, at Page 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Lattermill (Princeton) Road (S-23-69) at the joint front corner of subject property and property now or formerly of Catawba Newsprint Co., and running thence with said Road, S. 8-18 E., 176.1 feet to an iron pin; thence S. 88-59 W., 546 feet to an iron pin; thence N. 6-33 W., 178.9 feet to an iron pin; thence N. 89-21 E., 540.9 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of the Mortgagee, of even date, to be recorded herewith.

This mortgage is to secure the purchase price for the within property as evidenced by a Purchase Money Promissory Note executed this date.

Together with all and singular rights, members, harditaments, and appurtocences to the same belonging in any way incident or apportaining, and of all the reats, issues, and profits which may price or be had thereform, and including all hearing, plumbing, and lighting fixtures new or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hareto that all such fixtures and agginment, other than the usual boussheld fermiture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said promises while the Martgages, its bairs, successors and assigns, farever.

The Martgager covenants task is is lewfully seized of the granises hereinabove described in fee sample absolute, that it has good right and is lewfully sutherized to sell, convey or encumbes the same, and that the promises are free and clear of all liens and becombrances except as provided berein. The Martgager further covenants to warrant and foreses defend all and singular the self promises unto the Martgages forever, from and against the Martgages and all persons whomesever lenduly clammag the same or any part thereof.

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POLICE PROPERTY