MORTGAGE OF REAL ESTATE-Prepared by WILKINS, Attorneys at Law, Greenville, S. C. 800x 1372 FAGE 951, GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY R.H.C.

WHEREAS, ELIZABETH S. CARPER

(hereinaster referred to as Mortgagor) is well and truly indebted unto CLAUDE H. HAMBY and SARA W. HAMBY

(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 00/100----- Dollars (\$ 15,000.00 ) due and payable

One (1) year from date

with interest thereon from

date at the rate of eight

per centum per annum, to be paid: at maturity.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagor 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, the Mortgagoe's heirs, 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, situate, lying and being on the northern side of Clarendon Avenue, and being shown as the property of Mildred O. Keys on a plat recorded in the RMC Office for Greenville County in plat book SSS page 282, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Clarendon Avenue, joint front corner of the within described property and property of Frank Barnett, and running thence with the northern side of Clarendon Avenue S. 46-30 W. 105 feet; thence continuing with the northern side of said Avenue the following courses and distances: S. 52-47 W. 40.9 feet; S. 89-13 W. 29.1 feet; N. 64-33 W. 74 feet; N. 83-27 W. 55 feet to a point on the northern side of Clarendon Avenue, joint corner of the within described property and that, now or formerly of R. C. Blackwell; thence N. 64-05 W. 12 feet to a point; thence N. 24-50 E. 40 feet to a point; thence N. 64-05 W. 150.3 feet to the southern side of the right-of-way of S. C. Highway No. 1316; thence N. 23-53 E. 158.6 feet to a point; thence S. 59-42 E. 20 feet to a point; thence N. 35-52 E. 135.8 feet to a point; thence S. 43-30 E. 351.7 feet to the point of beginning.

This is the same property conveyed to mortgagor by deed of William H. Balding and Anna M. Balding, dated April 9, 1976 and recorded in the RMC Office for Greenville County on April 12, 1976 in deed volume 1034 at page 549.

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Claude H. & Sara W. Hamby 11 Ashburn Place Greenville, SC, 296 07

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 heirs, successors and assigns, forever.

The Mortgagor covenants that is 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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