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ADDRESS: 215, RV 253
Harrison Rd., SE 19690

MORTGAGE - INDIVIDUAL FOR **GREENWILLARD & MITCHELL, P.A., GREENVILLE, S. C.**

STATE OF SOUTH CAROLINA **11 03 1978** MORTGAGE OF REAL ESTATE BOOK **1435** PAGE **446**

COUNTY OF GREENVILLE **DOLORE S. TANKERSLEY R.M.C.** TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **JAMES E. HALLER AND MARY M. HALLER**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **C. FRANCIS HAYTHORN AND ULA MAE HAYTHORN**

(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 **EIGHTEEN THOUSAND, SEVEN HUNDRED FIFTY AND NO/100** Dollars (\$18,750.00) due and payable in 3 equal annual installments in the sum of \$6,250.00 each plus interest on the deferred balance from time to time due, on the same date as principal, such annual payments to commence on June 15, 1979, and to continue annually until paid in full, with interest thereon from date at the rate of **8** per centum per annum, to be paid: **annually**

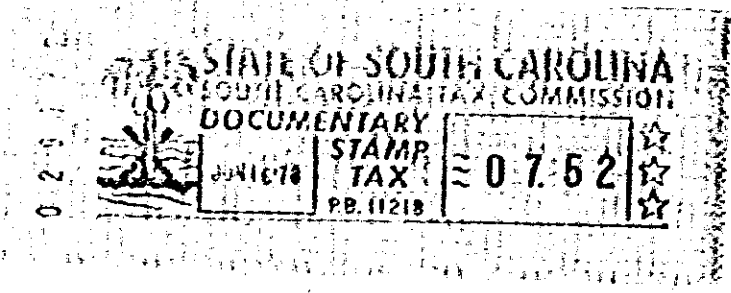
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 piece, parcel or tract of land situate, lying and being on the southern side of the Little Texas Road in Paris Mountain Township, Greenville County, South Carolina, being the westernmost portion of Tract No. 1 on a plat of the property of C. Francis Haythorn recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book Z at page 88, and having according to a more recent plat of the property of C. Frank Haythorn made by W. R. Williams, Jr., Surveyor, dated June 14, 1978, the following metes and bounds, to-wit:

BEGINNING at a spike in or near the center line of Little Texas Road at the corner of property now or formerly owned by Batson (iron pin back from Road at 42.8 feet); and running thence with Batson line, S. 7-23 W., 791.8 feet to a concrete monument; thence along the line of the property owned by the City of Greenville, South Carolina, S. 75-55 E., 928.8 feet to an iron pin; thence through other property owned by the mortgagees, N. 25-30 W., 1,093.4 to a spike in or near the center line of Little Texas Road (iron pin back at 30 feet); thence with the center line of Little Texas Road, S. 44-41 W., 15 feet to a point, S. 85-50 W., 100 feet to a point, and N. 81-25 W., 125 feet to the point of BEGINNING.

The above described property is the same conveyed to the mortgagors herein by deed of C. Francis Haythorn and Ula Mae Haythorn, to be recorded herewith.



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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 of all 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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