

233 E. Park Ave. Greenville, SC 29602

MORTGAGE OF REAL ESTATE—Prepared by Rainey, McKay, Britton, Gibbs & Clarkson, P.A., Attorneys at Law, Greenville, S. C.

BOOK 1533 PAGE 190

The State of South Carolina,

COUNTY OF GREENVILLE

FILED GREENVILLE S.C.

To All Whom These Presents May Concern:

APR 25 PM '81

SEND GREETING:

Whereas, I, the said Alfred Thomas, III

hereinafter called the mortgagor(s) in and by a certain promissory note in writing, of even date with these presents, am well and truly indebted to John E. Carbaugh, Jr.

hereinafter called the mortgagee(s), in the full and just sum of Twenty Eight Thousand Two Hundred

Fifty and 00/100ths

DOLLARS (\$ 28,250.00), to be paid

in ninety days

, with interest thereon from April 24, 1981

at the rate of twelve (12%) in ninety days interest at the same rate as principal.

percentum per annum, to be computed and paid until paid in full; all interest not paid when due to bear

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That I, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me, the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said John E. Carbaugh, Jr.

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, lying and being on the north side of East Park Avenue in the City of Greenville, being shown and designated as Lot 27 on plat of W. C. Cleveland property recorded in Plat Book B at page 11 in the R.M.C. Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of East Park Avenue at the joint front corner of Lots Nos. 26 and 27, said pin also being 146 feet west from the northwest corner of the intersection of Bennett Street and East Park Avenue, and running thence with the line of Lot No. 26, N. 26-59 E. 172.5 feet to an iron pin on the south side of an alley; thence with the south side of said alley, N. 63-01 W. 70 feet to an iron pin; thence with the line of Lot No. 28, S. 26-59 W. 172.5 feet to an iron pin on the north side of East Park Avenue; thence with the north side of East Park Avenue S. 63-01 E. 70 feet to the beginning corner.

This is the same property conveyed to the grantor by John E. Carbaugh, Jr. by deed dated April 8, 1981 to be recorded herewith and is conveyed subject to any restrictions, reservations, zoning ordinances, easements and/or rights of way that may appear of record, or on the recorded plat.

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