

title not exam by BTH
STATE OF SOUTH CAROLINA
COUNTY OF Greenville

RT. 3, Box 41

GREER SC 29651

GREENVILLE

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CO. S. C. BOOK 1531 PAGE 49

MORTGAGE OF REAL ESTATE
JUNNIE S. TANKERSLEY
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, we, Jerry L. Balliew and Rita N. Balliew

(hereinafter referred to as Mortgagor) is well and truly indebted unto S. K. Nix, Jr.

(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 --Twenty Nine Thousand Fifty and NO/100---

Dollars (\$29,050.00) due and payable

in monthly installments of \$200.00 each, first payment due and payable thirty (30) days from date and to continue on the same date each and every month thereafter until paid in full;

with interest thereon from date at the rate of --8-- per centum per annum, to be paid: in said monthly installments

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:

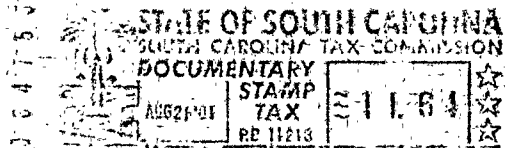
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being shown and designated as 30.05 acres, more or less, on survey and plat entitled "Survey for S. K. Nix", prepared by Lindsey & Assoc., dated 7-10-81, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at a point in center of Durham Road, joint front corner with Spivey land, and runs thence with center of said road, N. 7-18 W. 451.2 feet to a point in center of said road; thence along side of 1.30 acre tract, N. 82-34 E. 221.7 feet to a point; thence N. 7-26 W. 223.0 feet to a point; thence N. 86-51 W. 38.6 feet to a point; thence N. 14-08 W. 700.2 feet to a point; thence new lines, N. 89-33 E. 224.2 feet to a point; thence N. 53-16 E. 125.2 feet to a point; thence N. 63-39 E. 264.7 feet to a point; thence N. 81-32 E. 273.2 feet to a point; thence S. 47-07 E. 84.3 feet to a point; thence S. 43-51 W. 379.6 feet to a point; thence S. 47-11 E. 250.1 feet to a point; thence N. 43-50 E. 379.3 feet to a point; thence S. 47-07 E. 189.3 feet to a point; thence S. 17-04 W. 365.8 feet to a point; thence S. 51-41 E. 242.0 feet to a point; thence S. 12-20 W. 334.1 feet to a point; thence S. 70-16 W. 874.2 feet to a point; thence S. 66-08 W. 351.4 feet to beginning corner.

This is that same property conveyed to Mortgagor by deed of Mortgagee to be recorded herewith, mortgage Jerry L. Balliew and Rita N. Balliew recorded 8-18-81 in Deed BK 1153, Page 727,

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Together with all and singular rights, members, herditaments, 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.

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