

Mortgagee's Mailing Address:

PO Box 372 Greenville, SC 29602

FILED  
GREENVILLE CO. S.C.

REC 1532 715

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

SEP 15 10 41 AM '81

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS, Aubrey Courtney Shives, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Clinton J. Morgan, Jr. and C. Heyward Morgan, individually and as Trustee under Trust Agreement dated December 31, 1962 by and between Ethel Mahon Morgan and C. Heyward Morgan as Trustee

(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

Forty Two Thousand, Five Hundred and No/100----- Dollars (\$ 42,500.00 ) due and payable

in full on or before January 5, 1982 (the right is given to prepay this indebtedness without penalty) together

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of 15% per centum per annum, to be paid: at maturity

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee'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

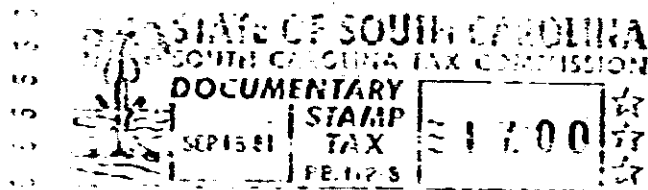
ALL that certain lot of land situate on the west side of North Main Street, in the City of Greenville, County and State aforesaid being known and designated as Lot No. 1 of the property of Eugene F. Bates, as shown by plat made by R. E. Dalton, October, 1923, and recorded in Plat Book F at Page 158 A, and having the following metes and bounds, to-wit:

BEGINNING at corner of brick wall on North Main Street, 75 feet from North Street, at the corner of lot conveyed by Charlotte R. Smith Mallard to Marion Brawley, and running thence with the line of said lot and with the northern edge of said brick wall and with line of property of Mrs. Mallard, N. 69-50 W. 130 feet to a 10 foot alley; thence with said alley, N. 20 E. 20 feet to Lot No. 2; thence with line of Lot No. 2, S. 69-50 E. 130 feet to an iron pin on North Main Street; thence with North Main Street, S. 20 W. 20 feet to the beginning corner.

ALSO all that right, title and interest of mortgagor in the north wall of a building now or formerly owned by Marion Brawley as set forth in a wall agreement between W. D. Parrish and T. C. Gower and the said Marion Brawley dated April 5, 1925, and recorded in the RMC Office for Greenville County, South Carolina in Volume 101 at Page 261.

This being the same property conveyed to the mortgagor by deed of mortgagee of even date and 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 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.

4. 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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