

MORTGAGE OF REAL ESTATE

BOOK 1594 PAGE 563

STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF GREENVILLE MORTGAGE OF REAL ESTATE

FILED FEB 11 11 19 AM '83

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY R.M.C.

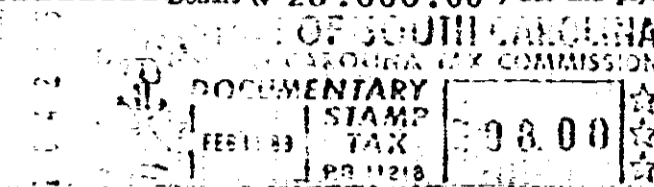
WHEREAS, SMITH & STEELE BUILDERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOE B. FULMER

(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 THOUSAND and no/100

Dollars (\$ 20,000.00) due and payable

in accordance with the terms of said Note.



with interest thereon from date at the rate of fourteen per centum per annum, to be paid: monthly

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, to-wit:

TRACT #1

BEGINNING at a stake on the Southeast corner of Pendleton and Anderson Streets, and running thence with Anderson Street, S. 35-07 W. 82 feet to a stake; thence S. 22-54 E. 107.0 feet to a stake; thence N. 70-42 E. 48.2 feet to a stake; thence N. 14-56 W. 154.85 feet to the point and place of beginning. Said property is more fully described in a plat entitled "Property of Tremarco Corporation" prepared by Dalton & Neves, dated April 1957, which plat is recorded in Plat Book EE, Page 201 in the RMC Office for Greenville County, South Carolina

TRACT #2

BEGINNING at a stake on Pendleton Street at corner of Stone lot and running thence S. 71-20 W. with Pendleton Street 40 feet to an iron pin, corner of the old home lot of J.T. Arnold; thence S. 15-44 E. with the line of the old home lot of J.T. Arnold 181.1 feet to an iron pin; thence N. 76-05 E. 40 feet to an iron pin; thence N. 15-45 W. with the line of Stone lot 184.4 feet to Pendleton Street, the beginning corner. Said property is more fully described in a plat entitled "Property of Tremarco Corporation" prepared by Dalton & Neves, dated April 1957, which plat is recorded in Plat Book EE, Page 201 in said RMC Office.

TRACT #3

BEGINNING at an iron pin on the South side of Pendleton Street at the intersection of said Street with the Southeast side of Anderson Street, and running thence S. 14-56 E. 175.55 feet to an iron pin; thence N. 76-05 E. 53 feet to an iron pin; thence S. 21-36 E. 21.6 feet to an iron pin; thence N. 77-22 E. 53.3 feet to an iron pin; thence N. 15-45 W. 22.6 feet to an iron pin; thence S. 76-05 W. 40 feet to an iron pin; thence N. 15-44 W. 181.1 feet to an iron pin on the South side of Pendleton Street; thence with the South side of Pendleton Street S. 71-20 W. 66.2 feet to the point of beginning. Said property is more fully described in a plat entitled "Property of Tremarco Corporation" prepared by Dalton & Neves, dated April 1957, which plat is recorded in Plat Book EE, Page 201 in said RMC Office.

The above described property is the same property conveyed to Smith & Steele Builders, Inc., by deed of Gulf Oil Corporation, dated 12-21-82 to be recorded herewith, 2-11-83

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 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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