MORIGAGE OF REAL ESTATE GREENING LEINORS CATCHERSON AUGMESS AT LAW

TATE OF SOUTH CAPOLINA DEC 10 1 CO PU 75

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE DONNIE S. TANKERSLEY

5. I ANNERSLEY R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Daniel G. and Sophie Shager

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Erelene C. Nicholls

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date berewith, the terms of which are incorporated herein by reference, in the sum of

Sixteen Thousand Five Hundred and no/100ths ------ Dollars \$16,500.00---) due and payable in the following amounts and on the following dates: \$4,000.00 on January 2, 1976; \$1,000.00 on April 2, 1976; \$5,000.00 on August 2, 1976; \$5,000.00 on December 2, 1976; and \$1,500.00 on April 2, 1977. Interest shall begin to accrue at the rate of 8% per annum after the first year from date and shall be due and payable with the payments of principal

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, bargaired, 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 let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, being known and designated as Lot No. 42 of a subdivision of the property of Star Manufacturing Company as shown on a preliminary plat thereof prepared by Piedmont Engineers and Architects, and having, according to a plat entitled "Property of Starr Manufacturing Co., Inc." prepared by Piedmont Engineers and Architects October 21, 1964, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of Darien Way, joint front corner of Lots Nos. 41 and 42, and running thence along the joint line of said lots due north 255.0 feet to an iron pin; thence N. 87-37 W. 198.6 feet to an iron pin; thence S. 2-00 E. following the line of Lot No. 43 for a portion of the distance, 280.0 feet to an iron pin on the northern edge of Darien Way, which pin is 280 feet, more or less, in the direction N. 85-00 E. from an iron pin at the intersection of Darien Way and an unnamed street; thence along the northern edge of Darien Way, N. 85-00 E. 190.0 feet to the beginning corner.

This is a purchase money mortgage.



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 thereform, 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 fawfully claiming the same or any part thereof.

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