MORTGAGEE'S MAILING ADDRESS:

LONDON SQUARE # 2 OXFORD , CLIFTON PARK, NEW YORK 12065

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY

WHEREAS.

I, James E. Babb R.H.C

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

Samuel R. Thomas, 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

Four Thousand, Two Hundred and No/100------ Dollars (8)

) due and payable

According to the terms of the note of even date

with interest thereon from

date

at the rate of 6 1/2

per centum per annum, to be paid:

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being known and designated as the greater portion of Lot 54 of a subdivision known as Cedar Terrace as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book BBB at Page 137 and having according to plat entitled survey for Ben C. Sanders prepared by Piedmont Engineers & Architects dated April 19,1967 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern edge of Thelma Drive, joint front corner of Lots 55 and 54; thence along the eastern edge of Thelma Drive N. 3-16 E. 30 feet to an iron pin; thence continuing along the eastern edge of Thelma Drive N. 8-22 E. 81 feet to an iron pin, corner of lot recently conveyed by Charles D. Wade to Sam R. Thomas, Jr.; thence along line of that lot S. 75-30 E. 173.8 feet to an iron pin on line of Lot 52; thence along line of that lot S. 17-53 W. 69.2 feet to an iron pin at the rear corner of Lots 54 and 55; thence along the joint line of said lots S. 89-38 W. 160.5 feet to the beginning corner. This being the same conveyed to the mortgagor by deed of Sam R. Thomas, Jr. of even date and to 3 be recorded herewith.

25

ر

DOCUMENTARY 01.58

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.

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.

1328 RV-23

0.