3451 Rutherford Ro Greenville, South Caroli BOOK 1601 PAGE 828

STATE OF SOUTH CAROLINA BOOK 80 PAGE 483 FILED

COUNTY OF GREENVILLE MORTGAGE OF REAL ESTATE GREENVILLE CO. S.C. BOOK 1491 PAGE 470

TO ALL WHOM THESE PRESENTS MAY CONCERN: JAN 30 3 47 PM '80 ~~BOOK 1565 PAGE~~ 561

ASSIGNMENT FILED AND RECORDED DONNIE S. TANKERSLEY R.H.C. ASSIGNMENT FILED AND RECORDED

12th WHEREAS, C. L. LANA DORIS MOLLER 10th DAY OF March 1982

REM VOL. 1601 PAGE 828 REM VOL. 1565 PAGE 561

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROBERT D. GARRETT

AT 3:14 O'CLOCK P. M. NO. 26430 AT 10 O'CLOCK A. M. NO. 20237

Donnie S. Tankersley Donnie S. Tankersley

(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 R.M.C. FOR GREENVILLE COUNTY R.M.C. FOR GREENVILLE COUNTY

Forty-Seven Thousand, Five Hundred and No/100 Dollars ($ 47,500.00) due and payable

FILED GREENVILLE CO. APR 12 3 14 PM DONNIE S. TANKERSLEY R.H.C.

according to the terms and conditions of the Note executed herewith

26430

with interest thereon from date at the rate of 12-1/2 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 purpose

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, as follows, to-wit:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots No. 1, 2, 3 and a portion of Lot 4 as shown ona plat of Property of FLYNN ESTATES DEVELOPMENT No. 1 prepared by H. S. Brockman, Surveyor, dated July 3, 1953, and recorded in the R.M.C. Office for Greenville County in Plat Book W, at Page 195, and on a more recent survey of Property of Robert D. Garrett, prepared by Dalton & Neves, Engineers, dated May, 1974, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of U. S. Highway 29, at the intersection of Skyline Way and U. S. Highway No. 29 and running thence with the western edge of Skyline Way N. 16-10 W. 204.4 feet to an iron pin; thence continuing with the edge of Skyline Way N. 8-50 W. 11 feet to an iron pin; thence continuing with the edge of Skylin- Way N. 0-31 E. 66.6 feet to an iron pin at the joint rear corner of Lots No. 1 and 17; thence leaving Skyline Way S. 67-34 W. 364.7 feet to an iron pin; thence S. 22-24 E. 200 feet to an iron pin on the northwestern edge of the right of way of U. S. Highway No. 29 N. 67-36 E. 154 feet to an iron pin; thence continuing with said right of way S. 22-24 E. 75 feet to an iron pin; thence continuing with said right of way N. 67-36 E. 160 feet to an iron pin at the intersection of U. S Highway No. 29 and Skyline Way, being the point of BEGINNING.

FOR MORTGAGE TO THIS ASSIGNMENT SEE REM BOOK- 1491-PAGE-470

This is the identical property conveyed the Mortgagor herein by Robert D. Garrett by deed recorded herewith.

FILED APR 12 1983 Donnie S. Tankersley RMC

20237 MAR 10 1983 26430

For value received, I do hereby assign, transfer and set over to Southern Bank and Trust Co. Greenville, South Carolina, the within note and mortgage with recourse, this 7th day of 2 1982.

Witness

Together with all and singular the rights, members, hereditaments, 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.

Assignment RECORDED MAR 10 1983 at 10:00 A.M.

RECORDED APR 12 1983 APR 12 3 14 PM

at 3:14 P M.

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