

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

AUG 16 12 37 PM '77 MORTGAGE OF REAL ESTATE
DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, DONNIE BANKS

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

(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 \$ 5,480.00

Sixty four hundred eighty and No/100 Dollars (\$ 6480.00) due and payable

on the first day of each month, beginning September in the amount of \$ 108.00 per month

with interest thereon from 16, Aug. 1977 at the rate of 8 1/2 per centum per annum, to be paid:

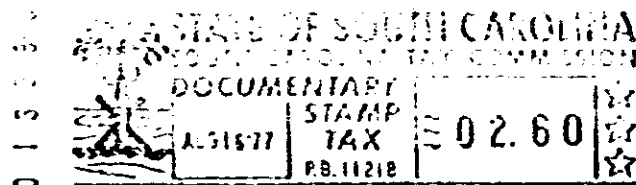
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 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

ALL that certain piece, parcel or lot of land, together with all buildings and improvements, situate, lying and being at the southeastern corner of the intersection of Seventh Street and Hubert Avenue, near the City of Greenville, Greenville County, South Carolina, being shown and designated as lot No. 35 Section 4 on a plat of JUBSON HILLS, made by Dalton and Hoves, Engrs., dated January 1941, recorded in the P. M. S. OFFICE BOOK 1009 GREENVILLE COUNTY, SOUTH CAROLINA, in Flat Book K, pages 75 and 76, reference to which is hereby craved for the notes and bounds thereof.

The above property is the same property conveyed to the grantor herein by deed of Paula Vaughan recorded in deed book 1009, page 103, and is hereby conveyed subject to rights of way, easements, conditions, roadways and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.



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.

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