GREENVILLE CO. S. C

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DONNIE S. TANKERSLEY R.H.C.

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Ew 30 10 46 14 17 MORTGAGE OF REAL ESTATE-Offices of Cheros and Patterson, Attorneys at Law, Greenville, S. C. DOUNTE S. TANKERSLEY R.H.C

Mortgagee's address: Route 5, Simpsonville, SC 29681

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

James Luther Lane and Paulette Lane TO ALL WHOM THESE PRESENTS MAY CONCERN:

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Tom Davis

(hereinaster 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

Three Thousand Five Hundred and No/100 ----- DOLLARS (\$ 3,500.00), with interest thereon from date at the rate of Six per centum per annum, said principal and interest to be repaid:

in twenty-four (24) equal monthly installments of \$155.13 each, the first of said installment being due June 30, 1978 and a like installment due on the same day of each month thereafter until paid in

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, containing 10 acres, more or less, as shown on plat entitled "Property of James Luther Lane" prepared by Jones Engineering Service, dated May 26, 1978, and recorded in Plat Book 6 P at Page 50 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of S.C. Highway No. 417 at the joint front corner of this property and property now or formerly of Knoll, said point being the center line of Gilder Creek, and running thence along Highway 417, N 17-04 E 709.7 feet to a nail and cap in the center of said highway; thence turning and running with this tract and other property of Grantor, S 83-00 E 315.8 feet to an old iron pin; thence continuing, S 14-54 E 1,210.3 feet, more or less, to a point in the center of Gilder Creek; thence along Gilder Creek, the center line of said creek being the property line, the following meanders: N 87-19 W 120.6 feet, N 35-35 W 145.2 feet, N 34-22 W 177.9 feet, N 4-30 W 265 feet, N 29-45 E 100 feet; thence around the curve of said creek, the chord being N 21-25 W 68.2 feet and continuing, S 54-53 W 43.2 feet, thence, S 33-30 W 169.2, S 51-49 W 247.7 feet, N 66-44 W 98.6 feet and N 17-37 W 94.8 feet and N 69-09 W 95 feet to a nail and cap in the center of SC Highway 417, the point of beginning.

This is the same property conveyed to the mortgagors by deed of Tom Davis dated May 26, 1978 and recorded on even date herewith.

This is a purchase money mortgage.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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