

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1439 PAGE 163

MORTGAGE OF REAL ESTATE

JUL 25 8 53 AM '78 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, we, W. H. Moon and O. Tancy Moon

(hereinafter referred to as Mortgagor) is well and truly indebted unto Frank Edwards, Trustee

(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 --Fifty Three Thousand and NO/100 (\$53,000.00)

Dollars (\$53,000.00) due and payable

on or before January 15, 1979,

maturity after Jan. 15, 1979,

with interest thereon from ~~20%~~ at the rate of -9- per centum per annum, to be paid: on demand.

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:

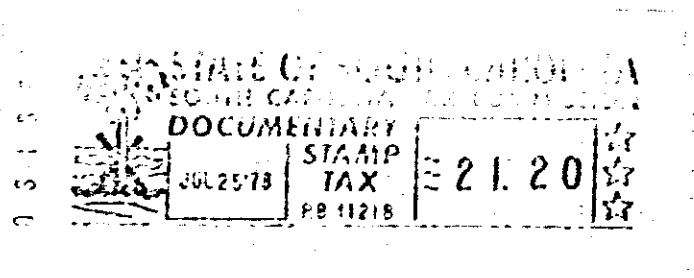
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in O'Neal Township, and shown as 45.52 acres, on survey and plat entitled "Survey of F. D. EDWARDS ESTATE", prepared by Wolfe & Huskey, Inc., dated June 18, 1975, to be recorded in R.M.C. Office for Greenville County in Plat Book 5J at page 55, reference to which plat is hereby pleaded for a more complete description as to metes and bounds, courses and distances.

This conveyance is subject to all restrictions, easements, rights-of-way, and zoning ordinances of record, on the recorded plats or on the premises, if any.

This is that same property conveyed to Mortgagors by deeds of Dell B. Edwards, et al, ~~to be recorded herewith.~~ RECORDED IN DEED BOOK 1077 PAGE 545 AND 577 ON 4-21-78.

W. H. MOON, RT 1, TAYLORS, S. C. 29687
FRANK EDWARDS, 108 SUBER RD. GREER, S. C. 29651



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 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.

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