STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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DONNIE S. TANKERSLEY

WHEREAS, Richard W. Locke and Harvard K. Riddle

(hereinafter referred to as Mortgagor) is well and truly indebted unto James D. Shivas, whose address is 219 E. Avondale Drive, Greenville, S. C., 29609,

thereinafter 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

Two Thousand Three Hundred and No/100----- Dollars (\$ 2,300.00) due and payable as per the terms of said note;

with interest thereon from date at the rate of nine per centum per annum, to be paid: as per the

terms of said note.

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, burgained, sold and released, and by these presents does grant, burgain, sell and release unto the Mortgagor, its successors and assigns:

"ALL that certain piece, parcel or let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, just outside the corporate limits of the City of Greenville and in the subdivision known as Sterling Annex, plat of which is of record in the RMC Office for Greenville County in Plats Book C, Page 81, said lot having the following metes and bounds, to-wit:

BEGINNING at a point on the southeast side of Maloy Street marked by two iron pins, the agreed upon and fixed corner of said lot, and the lot now or formerly of Hattie Belle Smith; thence along Maloy Street N 48-25 E 33.5 feet to a stake on line of property now or formerly of Turner Chalmers; thence along the same in an easterly or southeasterly direction to a stake in the rear on line of the "Martin Property"; thence along the same S 48-50 W 10 feet to a stake; thence in a straight line to the beginning double iron pins on Maloy Street.

This being the same property conveyed to the mortgagors herein by deed of the mortgagee, to be executed and recorded of even date herewith.



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 attacked, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

S'C'VO CCCA