

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.
FEB 28 3 56 PM '70
DONNIE S. TANKERSLEY
R.M.C.

VOL 1458 PAGE 509

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, REMICK INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. H. TANKERSLEY 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

THREE THOUSAND AND NO/ 100 ----- Dollars (\$3,000.00) due and payable

AS STATED IN NOTE

with interest thereon from _____ at the rate of _____ 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, situate, lying and being in the State of South Carolina and the County of Greenville, near the Town of Marietta, being known and designated as Lot # 1 of Shady Pines Subdivision, Plat prepared by C. O. Riddle, dated October, 1972 and recorded in the RMC Office for Greenville County in Plat Book 5T at Page 99, and having according to said Plat, metes and bounds as shown thereon.

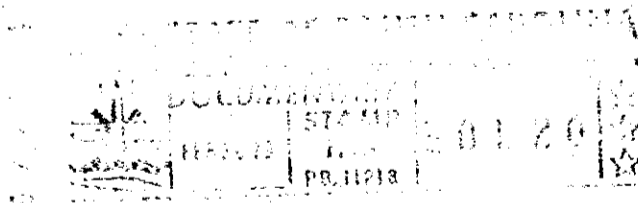
This conveyance is made in accordance with the terms of that certain Trust Agreement heretofore executed between the Grantor and J. E. Barnett and P. D. Tankersley.

This being a portion of the property acquired by the Grantor by deed of P. D. Tankersley and James E. Barnett recorded in the RMC Office for Greenville County in Deed Book 963 at Page 29 on December 14, 1972

This conveyance is made subject to all easements, restrictions and right-of-way of record and as shown on the recorded Plat.

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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 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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