

MORTGAGEES ADDRESS: 111 Westfield Ave. Greer, S. C. 29651

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES GARDNER

(hereinafter referred to as Mortgagor) is well and truly indebted unto Boyce V. King,

(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 EIGHT THOUSAND AND NO/100ths Dollars (\$ 8,000.00 ) due and payable

in monthly installments of \$200.00 each month, beginning June 19, 1980 and continuing until paid in full. Payment shall be applied first to interest balance to principal,

with interest thereon from date at the rate of 13.0 per centum per annum, to be paid: monthly as aforesaid.

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 the City of Greer, being known as Lot 2 on a plat of a subdivision of Greer Mill Village, recorded in Plat Book Y at Pages 138 and 139 and containing .22 acres according to a subsequent re-survey thereof and having according to such subsequent re-survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Pennsylvania Avenue, joint front corner of Lots 1 and 2 and running thence with the northerly edge of the right of way of Pennsylvania Avenue, N. 76-54 W. 85.1 feet to a concrete monument; thence along the line of property of J. P. Stevens & Co., Inc., N. 13-12 E., 78.3 feet to an old iron pin; thence S. 75-05 E., 8.1 feet to a concrete monument; thence N. 12-53 E., 42.1 feet to a concrete monument; thence S. 76-22 E., 76.9 feet to an iron pin at the joint rear corner of Lots 1 and 2; thence along the line of Lot Number 1, S. 13-06 W., 119.3 feet to the point of beginning.

THIS is the identical property conveyed to the Mortgagor by deed of Reba J. Taylor, Linda J. Taylor and the Bank of Greer, as Trustee and Administrator C. T. A. under the Will of Landrum C. Taylor, to be recorded of even date herewith.

NO TITLE SEARCH.

STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE DOCUMENTARY TAX STAMP 03.20

REC'D --- 1 NY19 80 745

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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