

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAR 11 2 23 PM '81

DONNIE S. TANKERSLEY

WHEREAS, I, J. C. SHAY,

(hereinafter referred to as Mortgagor) is well and truly indebted unto SYLVIA SAMMONS

(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 TWENTY-THREE THOUSAND AND NO/100

Dollars (\$ 23,000.00) due and payable

\$221.96 per month for 20 years with payments to commence April 1, 1981, and applied first to interest and balance to principal

(THIS MORTGAGE CANNOT BE PAID IN FULL WITHIN 5 YEARS FROM DATE.)

with interest thereon from date at the rate of 10% per centum per annum, to be paid: monthly

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, City of Greenville, on southwestern side of Waccamaw Circle shown as Lot 110 and portion of Lot 109 on Plat No. 2 of Sunset Hills recorded in RMC Office for Greenville County in Plat Book P, at page 18, and being further described as follows:

BEGINNING at an iron pin on southwestern side of Waccamaw Circle at the joint front corner of Lot Nos. 110 and 111 and running thence with Lot 111, S. 48-50 W. 124 feet to iron pin; thence S. 37-47 E. 175.3 feet to iron pin on rear line of Lot 109; thence in a line through Lot 109, N. 48-50 E. 134.4 feet to iron pin on southwestern side of Waccamaw Circle; thence along the southwestern side of Waccamaw Circle, N. 41-10 W. 175 feet to the beginning corner.

This being the same property conveyed to the Mortgagor herein by deed of the Mortgagee herein of even date herewith and recorded in the RMC Office for Greenville County simultaneously 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 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.

0928

4328 RV-2