

APR 14 12 04 PM '81

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, OLD SOUTH ELECTRIC, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Melba Ray Henley Thompson, individually and as Trustee, William H. Henley as Trustee and Melba J. Henley

C/O Nichol P. Mitchell, Jr. 107 Linnwood Ave Greenville, S.C. 29601

(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

One Hundred Thirty Thousand and No/100 ----- Dollars (\$130,000.00) due and payable

with interest thereon from _____ date at the rate of ten (10%) 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 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:

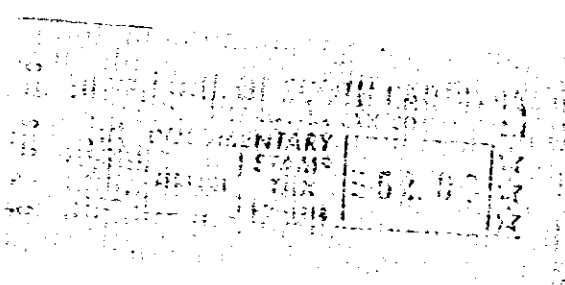
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being further identified as follows:

ALL that piece, parcel or lot of land situated at the Northwest corner of First Street and First Avenue (New Buncombe Road), near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots 1, 3, 5, and the southern one-half of Lot No. 7 of Block F on a plat of a subdivision known as Park Place and recorded in the RMC Office in Plat Book A at page 119.

This is the same property shown in the Greenville County Block Book Office at page 151, Block 13, Lots 8 and 8.1.

Mortgagor shall have up to sixty (60) days to make any payment on the note before he shall be held to be in default under the terms of this mortgage.

This is that property conveyed to Mortgagor by deed of Melba J. Henley, individually and as Executrix under the Estate of E. H. Henley, and William H. Henley, as the Trustee under the Will of E. H. Henley, dated September 4, 1975, and under the Codicil & Trust dated May 24, 1977, and by deed of Ray H. Thompson (nee Melba Ray Henley Thompson) individually and as Trustee under the Will of E. H. Henley, dated September 4, 1975) and under the Codicil & Trust dated May 24, 1977, both deeds being dated January 13, 1981, and recorded concurrently 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 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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