

ANDERSON AND FAYSSOUX,
MORTGAGE OF REAL ESTATE
FILED

BOOK 1580 PAGE 511

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

SEP 15 2 59 PM '82

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C

WHEREAS, Thomas S. Talley and Catherine B. Talley

(hereinafter referred to as Mortgagor) is well and truly indebted unto T. E. Talley

(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 Seven Thousand Seven Hundred Fourteen and

64/100-----Dollars (\$ 27,714.64) due and payable

In equal monthly installments of \$243.22 commencing September 17, 1982 until November 30, 1983 at which time the entire principal balance shall become fully due and payable,

with interest thereon from date at the rate of ten(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, the Mortgagee's heirs, successors and assigns:

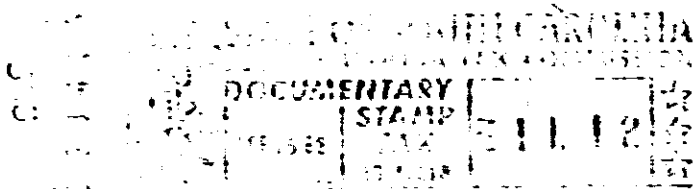
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Northerly side of Chipwood Lane, near the City of Greenville, South Carolina, being known and designated as Lot No. 19 and a portion of Lot No. 20, as shown on a plat entitled "Property of Thomas S. Talley and Catherine B. Talley", prepared by R. B. Bruce, Surveyor, on November 24, 1981, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northerly side of Chipwood Lane at the joint front corner of Lots 18 and 19 in the center of 10 foot drainage easement running thence with the center of said drainage easement and the line of Lot 18, N. 8-25 E. 193.3 feet to an iron pin on Brushy Creek; thence down Brushy Creek as the line S. 73-11 E. 100.3 feet to an iron pin at the joint rear corner of Lots 19 and 20; thence continuing with said branch, N. 75-59 E. 40 feet to an iron pin in the rear line of Lot 20; thence turning and running with the eastern portion of Lot 20, S. 14-06 W. 208.3 feet to an iron pin on the Northerly side of Chipwood Lane, which pin is 37.5 feet from the joint front corner of Lots 19 and 20, as shown on said plat; thence with the Northerly side of Chipwood Lane, N. 64-26 W. 37.5 feet to an iron pin at the joint rear corner of Lots 19 and 20; thence continuing with the Northerly side of Chipwood Lane, N. 77-49 W. 48.5 feet to an iron pin; thence still continuing with the Northerly side of Chipwood Lane, N. 83-09 W. 31.5 feet to an iron pin, the point of beginning.

This being the same property acquired by the Mortgagors by deed of T.E. Talley recorded in the RMC Office for Greenville County in Deed Book 1158 at Page 964.

This mortgage is given to correct that certain mortgage recorded in the RMC Office for Greenville County in Mortgage Book 1558 at Page 800 on December 1, 1981.

Mortgagee's Mailing Address: P. O. Box 6020
Greenville, S. C. 29606



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 is 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.

4328 RW-2