MORTGAGE OF REAL ESTATE—Offices of Five Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

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2 Asceola Dr. Breenville SC 29605

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

DONNIE S.TANKERSLEY R.H.C. **MORTGAGE** 

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THOMAS N. FRANCE, JR.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto

EUNICE RICE HORTON

(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 THIRTY THOUSAND AND NO/100

DOLLARS (\$ 30,000.00 ),

with interest thereon from date at the rate of EIGHT per centum per annum, said principal and interest to be repaid: in 240 equal consecutive monthly installments of \$250.94 each commencing December 10, 1977 with a like payment on the same date of each month thereafter until paid in full.

Mortgagor shall have the right to prepay the balance due on said mortgage after December 10, 1982.

All payments to be applied first to interest and then to principal.

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, Greenville Township,

in the City of Greenville, situate on the northern side of Riverside Drive, being shown and designated as Lot No. 9 on Plat of Ables and Rasor Property, recorded in the RMC Office for Greenville County in Plat Book E at page 153, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Riverside Drive at the joint front corner of Lots No. 8 and 9 and running thence along the common line of said lots, in a northerly direction, 338.9 feet, more or less, to the joint rear corner of said lots; thence along the rear line of Lot No. 9 in an easterly direction 78 feet, more or less, to the joint rear corner of the within described property and property now or formerly belonging to Paul A. Byrd; thence along the common line of said lot, in a southerly direction 337.7 feet, more or less, to the joint front corner of said lots on the northern side of Riverside Drive; thence along the northern side of said Drive in a westerly direction 83.5 feet, more or less, to an iron pin, the point of beginning.

LESS, HOWEVER: That certain piece, parcel or lot of land conveyed by Max Rice to Paul A. Byrd by Deed recorded in Deed Book 370 at page 133 and being described as follows:

ALL that piece, parcel or strip of land in Greenville County, Greenville Township, State of South Carolina, in the City of Greenville, (CONTINUED ON BACK)

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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