Ų.

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

GRIENVILLE CO.S. Mortgagee's Address:
Route 5
Simpsonville, SC 29681

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

DUMES, TANKERS MÖRTGAGE FUNC.

TO ALL WHOM THESE PRESENTS MAY CONCERN: GARY G. HARBIT and CLAUDIA B. HARBIT

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

WHEREAS, the Mortgagor is well and truly indebted unto L. E. NICHOLSON

(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 FIFTEEN THOUSAND AND NO/100--

with interest thereon from date at the rate of eight per centum per annum, said principal and interest to be repaid: \$182.00 per month including principal and interest computed at the rate of eight (8) per cent per annum on the unpaid balance, the first payment being due September 15, 1978 and a like payment being due on the 15th day of each month thereafter for a total of ten (10) years,

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, on the southeastern side of U. S. Highway No. 29 being shown as part of Lot 212 and part of Lot 211 on a plat of the Property of Robert J. Edwards dated May 1951, prepared by Dalton and Neves, Engineers, recorded in Plat Book EE at page 61 in the RMC Office for Greenville County and also being shown on a plat of the Property of Gary G. Harbit and Claudia B. Harbit dated August 17, 1978, prepared by Freeland & Associates, recorded in Plat Book 6-5 at page 14 in the RMC Office for Greenville County and having according to said latter plat the following metes and bounds, to-wit:

"BEGINNING at an iron pin in the right of way line of U. S. Highway No. 29 at the joint front corner of Lot 211 and Lot 212 and running thence N 43-00 E 139.6 feet to a nail and cap in the intersection of U. S. Highway No. 29 and Elizabeth Drive; thence with the right of way of Elizabeth Drive S 33-55 E 318.2 feet to an iron pin; thence S 47-23 W 77.6 feet to an iron pin; thence N 45-09 W 304.2 feet to the point of beginning."

This is the same property conveyed to the mortgagors by deed of L. E. Nicholson, to be recorded herewith.

It is understood that this mortgage is junior in lien to a first mortgage to First Federal Savings & Loan Association, to be recorded herewith.

721

3

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.

:

9

9

O-

3.000I