GREENVILLE CO. S. C vol 1402 p.s. 700

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

10 2 20 PH 170 MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE S. TANKERSLEY

WHEREAS, THE OLD SOUTH LAND AND INVESTMENT CO.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY GREENVILLE, SOUTH CAROLINA

(hereinaster 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-SIX THOUSAND AND NO/100------

_____ Dollars (\$ 36,000.00) due and payable

IN full SIX (6) Months from the date hereof

with interest thereon from April 10, 1979 at the rate of 11 3 per centum per annum, to be paid: AS SET OUT **ABOVE**

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 CDEENIUTIE **GREENVILLE**

ALL that certain piece, parcel or lot of land, and the improvements thereon, situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina and being known and designated as Lot No. 138 on a plat of property shown as "Section Five, Montclaire, Mauldin, South Carolina" and being recorded in Plat Book 6-H at Page 26, R.M.C. Office, Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Montclaire Road at the joint front corner of Lots Nos. 138 and 139 and running thence with said line N. 48-35 W. 159.8 feet to an iron pin; thence running N. 41-24 E. 100.15 feet to an iron pin; thence running S. 48-32 E. 134.8 feet to an iron pin; thence continuing S. 3-34 E. 35.4 feet to an iron pin; thence running with Montclaire Road, S. 41-23 W. 75 feet to an iron pin, the point of beginning.

Deed Book 1063, Page 645, C. Dan Joyner, et. al., 8/29/77.

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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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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