124 Riverbend Apartments, Greenville, S. C.

Talbea milita

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

ROBERT W. MOUNCE AND NELL E MOUNCE WHEREAS,

(hereinaster referred to as Mortgagor) is well and truly indebted unto FRANCES W. 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-FIVE THOUSAND AND NO/100---------- Dollars (\$ 25,000.00) due and payable

IN FULL SIX (6) months from the date hereof.

with interest thereon from November 20, 1980the rate of 12% 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 **GREENVILLE**

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina and being shown and designated as 2.0 acres on a plat of Property of David E. Talley and Frances W. Talley recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-L at Page 195-B, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Whitehaven Drive, said pin being located 883 feet from Broadway Drive, and running thence with line of property of Moore S. 73-12 W. 210 feet to an iron pin; thence running N. 23-18 W. 420 feet to an iron pin; thence running N. 73-12 E. 210 feet to an iron pin; thence running with Whitehaven Drive S. 23-18 E. 420 feet to the point of beginning.

Derivation: Deed Book 1137 page 6/2 - Frances W. Talley 11/20/80

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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 Mortgagor free and clear of all premises unto the Mortgagor free and clear of all premises unto the Mortgagor free and clear of all premises the same or any part thereof forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.