LAW OFFICES OF MRESERVALATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

FILED

20011531 44928

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

00. **S. C.**

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

DONNIE 5 TANKERSLEY

WHEREAS,

B. Robert Coker, Jr. and Ned Foster

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Hobbs Clayton

(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 Eight Thousand and No/100-----

Dollars (\$8,000.00

) due and payable

interest only semi-annually for 4 1/2 years and the principal amount plus accrued interest payable on or before February 4, 1986,

with interest thereon from

date

at the rate of 14%

per centum per annum, to be paid: semi-annually.

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 Mortgigor, 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 scaling 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 bereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Cowan Court (formerly River Street), being shown as Lot No. 112 on Plat of MAP No. 2, Nicholtown Heights, recorded in the RMC Office for Greenville County, S. C., in Plat Book M, at Page 5, and having such metes and bounds as shown thereon.

This being the same property acquired by the mortgagors by deed of Hobbs H. Clayton of even date to be recorded herewith.

Mortgagee's Mailing Address:

Rt. 2 Lynn Rd.

Taylors, S. C. 29687

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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 is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and it 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.