LAW OFFICES OF BRISSEY, LATHAN, FAYESPER, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA GREE OF REAL ESTATE

GAGE OF REAL ESTATE

ROBS 1548 1548 15693

MORTGAGE OF REAL ESTATE

MORTCAGE OF REAL ESTATE DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

> Robert Jerdin Bailey WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Pension Plan and Trust of L & P Enterprises, Inc.

(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 Twelve thousand and 00/100-----

______ (\$ 12,000.00) due and payable

six (6) months from date

date with interest thereon from

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at the rate of 15

per centum per annum, to be paid: at maturity.

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, the Mortgagee's heirs, 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 eastern side of Shelton Road and being shown as 2.98 acres, more or less, as shown on plat of Property of Col. Frank J. MacNeese made by Terry T. Dill dated April 18, 1967, reference being craved to said plat for a more particular metes and bounds description.

This is the same property conveyed to the mortgagor by deed of Malvin W. Smith recorded in the RMC Office for Greenville County in Deed Book 804 at page 136 on August 15, 1966, and by deed of Frank J. MacNees and Dolores M. MacNees recorded in said RMC Office in Deed Book 819 at page 395 on May 10, 1967.

The mortgagee's address is: 44 Pine Knoll Drive Greenville, S. C. 29615



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

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