LAW OFFICES OF THOMAS C. BRISSEY, P.A.

MORTGAGE OF REAL ESTATE

E FILED GREEN' FCO. S. C. ecos 1579 FASE 702

STATE OF SOUTH CAROLINA
COUNTY OF CREENUTIES

GREENVILLE SEN 3 10 32 AM '82

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

DONNIE S. TANKERSLEY

WHEREAS, Robert W. Stephens, as Trustee under Trust Agreement dated January 18, 1982

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

First Citizens Bank and Trust Co.

(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 Thirty Thousand and No/100

Dollars (\$ 30,000,00 ) due and payable

as set out in promissory note of even date

**MENTAL PROPERTY OF THE PROPER** 

XXXXXXXXXXXX

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'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, in Chicksprings Township, about two miles south from Taylors, lying on the northern side of the Greer/Brushy Creek Road and on both sides of a new proposed road leading from the said Greer/Brushy Creek Road to the Printworks at Taylors and being bounded on the north by lands of C.O. Berry (Holtzclaw Tract) on the east by other lands of C.O. Berry (remainder of the Ernest Baughn Tract), on the south by the said Greer/Brushy Creek Road and on the west by lands of H,K. Kauge and W.S. Walker, containing 8.43 acres, more or less, and being the same property conveyed to Mortgagor by deeds of Frank P. McGowan, Jr. as: Master in Equity for Greenville County recorded in Deed Book 1161 at page 603 on January 29, 1982 and Deed Book 1161 at page 601 on January 29, 1982.

mortages addies: P.O. Box 3028

CREENIULE, S.C. 25602

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

4328 RV.Z