

LAW OFFICES OF BRISCOE, MATHIS & FAYSSOUX, P.A.
JAMES W. FAYSSOUX, P.A., CO. S.C.

BOOK 1574 PAGE 243

MORTGAGE OF REAL ESTATE

JULY 1 31 PH '82

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
DONALD A. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN
R.M.C.

BOOK 81 PAGE 247

WHEREAS, DAVIS MECHANICAL CONTRACTORS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto MYRTIE M. GILLESPIE

(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 One Hundred Eighty Two Thousand and No/100
Dollars (\$ 182,000.00) due and payable

line of the property conveyed and property now or formerly owned by T. L. Clayton, S. 78-0 W. 660.8 feet to an iron pin on the Eastern side of Rutherford Road; thence continuing S. 78-0 W. 35 feet to the point of beginning, and containing 31.26 acres, more or less

LESS, HOWEVER, ALL that certain piece, parcel or tract of land containing 2.16 acres heretofore conveyed to Edwards Forest Recreation Association, Inc. on February 3, 1968 as evidenced by deed recorded in the RMC Office for Greenville County in Deed Book 837 at Page 299; and

LESS, HOWEVER, ALL that certain piece, parcel or lot or lots of land being known and designated as Lot 33 and Lot 27 on a plat of the tract heretofore described and entitled MOUNTAIN CREEK, PHASE I, which plat was prepared by Freeland and Associates on March 11, 1982.

This being the same property acquired by the Mortgagor by deed of Myrtie M. Gillespie of even date and to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 1847
Greenville, S. C. 29602

Consealed
Donald A. Tankersley
JUN 20 1982

34460

Paid in full -

Myrtie M. Gillespie

September 30, 1982

WITNESS Donald A. Tankersley

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 he is lawfully seized of the premises hereinabove described to 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.

JUN 20 1982
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