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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE GREENVILLE CO. S. C.

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

JAN 4 1 36 PM '79

WHEREAS, RICH-FOX ENTERPRISES, a partnership
DORIS S. TANKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Gertrude K. Holmes

(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 Thousand and NO/100-----

----- Dollars (\$ 20,000.00) due and payable
in sixty (60) equal monthly installments in the amount of Three Hundred Eleven and 38/100
(\$311.38) Dollars each month, with the first payment being due and payable February 1,
1979 and on the 61st monthly installment the entire principal balance, plus accrued interest
is then due and payable.

with interest thereon from date at the rate of Nine (9%) per centum per annum, to be paid: monthly on
\$15,000.00 and interest on \$5,000.00 to be paid on the 61st installment.

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:

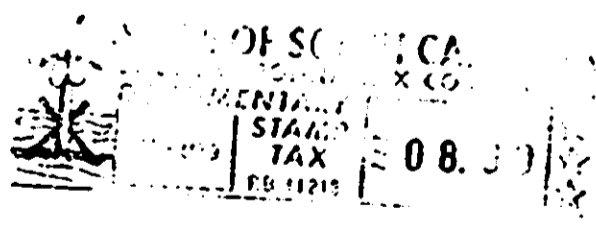
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and
of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account
by the Mortgagee, and also in consideration 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, being known and designated as Unit #33, University
Ridge Horizontal Property Regime as is more fully described in Master Deed recorded
in the RMC Office for Greenville County in Deed Book 1000 at page 128 and shown in
Plat Book 5-F at pages 55 and 56, which referenced to said plat being hereby craved
for a more particular description."

This being the same property conveyed to the Mortgagor herein by deed of Gertrude
R. Holmes of even date to be recorded herewith.

Mortgagee's Address:

604 Crescent Avenue
Greenville, South Carolina



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-
taining, 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 Mortgagee
forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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