

MORTGAGE OF REAL ESTATE

GREENVILLE CO. S. C.

BOOK 1459 PAGE 584

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NOV 28 2 50 PM '79
CONNOR TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CHARLES C. FAYSSOUX

(hereinafter referred to as Mortgagor) is well and truly indebted unto EDWARD T. BARR

(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 Forty Seven Thousand and No/100

Dollars (\$ 47,000.00) due and payable

AS STATED IN NOTE.

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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, within the corporate limits of the City of Greenville, being known and designated as Lot No. 6 according to plat of property of Parrish and Gower prepared by Dalton & Neves, Engineers, dated November, 1928 and recorded in the RMC Office for Greenville County in Plat Book G at Page 236, and having, according to said plat, the following metes and bounds, to-wit:

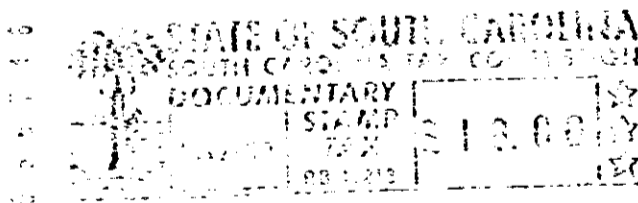
BEGINNING at an iron pin on Aberdeen Drive (formerly Avenue) joint front corners of Lots Nos. 6 and 7 and running thence with the joint line of said lots, N. 65-04 W. 173.5 feet to an iron pin; thence N. 24-35 E. 60 feet to an iron pin at the joint rear corner of Lots 5 and 6; thence with the joint line of said lots, S. 66-24 E. 171.8 feet to an iron pin on Aberdeen Drive; thence with Aberdeen Drive, S. 22-54 W. 64 feet to the beginning corner. LESS, however, property acquired by the City of Greenville for the purpose of widening Aberdeen Drive.

This being the same property acquired by the Mortgagor herein by deed of Edward T. Barr of even date to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: Barr Realty & Co.
412 W. King Street
Boone, North Carolina 28607

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THIS mortgage may not be assumed without the prior written consent of the mortgagee. However, the mortgagee shall not unreasonably or arbitrarily withhold consent to any transfer and in the event of a transfer, the mortgagee may at his option increase the interest rate by not more than one (1%) per cent each time.

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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