

#5552

MORTGAGE OF REAL ESTATE-Offices of ~~KENNETH KENNEDY & JOHNSON~~ HILL, WYATT & BANNISTER, Attorneys at Law, Greenville, S. C.

Mortgagors' Address: 17 Memorial Medical Drive, Greenville, S.C. 29605

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
NOV 27 PM '80
SHERSLEY

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

BOOK 1500 PAGE 671

WHEREAS, we, BYRON EDWARD GAULT and KAREN B. GAULT

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. ROBERT THOMASON and EDNA THOMASON ROUSE

(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 Seven Thousand Five Hundred and no/100 ----- Dollars (\$37,500.00) due and payable as set forth in note of even date herewith

~~with interest thereon from~~ ~~at the rate of~~ ~~xxx percent 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, its successors and assigns:

~~xxx~~
~~in the State of South Carolina, County of~~

All of those two parcels of land with the buildings and improvements thereon lying and being on the eastern side of North Main Street and East Fairview Street, in the Town of Fountain Inn, County of Greenville, State of South Carolina, and being the same property conveyed to the mortgagors herein by deed of J. Robert Thomason and Edna Thomason Rouse and deed of Eugenia Thomason Barrett and deed of Ralph Thomason and deed of Nancy Edwards Thomason, said deeds to be recorded herewith, references to said deeds hereby craved for a netes and bounds description thereof, this being a Purchase Money Mortgage securing a note executed of even date herewith by the mortgagors herein to J. Robert Thomason and Edna Thomason Rouse.

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 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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