

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

RT 3 Box 83
HARDERS REST. S.C. 29190

RECORDED
OCT 25 AM '80
R.M.C. HARDERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Henry Casper Posley and Inez Posley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Charles F. Gantt

(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

Reference is hereby made to promissory note of even date, the terms of which are incorporated herein by reference.

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, 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

All that lot of land situate on the West side of Brush Street, and on the South side of Ella Street (formely known as Lone Hall Street), in the City of Greenville, in Greenville County, South Carolina, being shown as Lots No. 5 and 6, on Map No, 2 of Nickle Town Heights, recorded in the RMC Office for Greenville County, S.C., in Plat Book "M", at Page 5, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Brush Street at joint front corner of Lots No. 6 and 7, and running thence along the line of Lot No. 7, S. 65-10 W., 94 feet to an iron pin; thence N. 24-50 W., 82.2 feet to an iron pin on the South side of Ella Street; thence with the South side of Ella Street, N. 66-30 E., 94 feet to an iron pin at the Southwest corner of the intersection of Ella Street and Brush Street; thence with the West side of Brush Street, S. 24-50 E., 80 feet to the beginning corner.

If payments are more than ten days late each month, there will be a penalty of five (5%) of the total monthly payment.

This Mortgage can not be assumed by anyone without written consent of the Mortgagee..

This being the same property conveyed to the Mortgagor by deed of Charles F. Gantt of even date to be recorded herewith.

OCTO 25 1980

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.

0204

4328 RV-2