

3354 Kings Row
Alcoa, Tennessee 37701

MORTGAGE-INDIVIDUAL FORM - JOHN M. DILLARD, P.A. GREENVILLE, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

REC: 1529 PAGE 828

JAN 12 3 51 PM '81 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DEWEY M. FREEMAN, JR.
SONNIE S. TINSLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. ANSEL TINSLEY and VELMA H. TINSLEY

(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 Thirty-eight Thousand Seven Hundred Fifty and no/100ths ----- Dollars (\$ 138,750.00 due and payable

as set forth in said note,
with interest thereon from date at the rate of 10-1/2 per centum per annum, to be paid: monthly.

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 piece, parcel or tract of land, with all buildings and improvements, situate, lying and being on the northwestern side of Rutherford Road (old U. S. Highway No. 29), in Chick Springs Township, Greenville County, South Carolina, containing 1.66 acres, more or less, being shown and designated as Tract No. 7 of the WILLIAM B. LOCKE PROPERTY, made by J. Earle Furman, Surveyor, recorded in the RMC Office for Greenville County, S. C., in Plat Book I, page 28, and having according to a plat of the PROPERTY OF DEWEY M. FREEMAN, JR., made by Webb Surveying and Mapping Company, dated February, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of the right of way of Rutherford Road at the corner of Tract No. 6 of the William Locke Estate and running thence along the line of said tract, N. 67-45 W., 387.50 feet to an iron pin on the southeastern side of the right of way of the Piedmont & Northern Railway Company; thence along the southeastern side of the curve of said right of way, the chord of which is N. 40-07 E., 189.39 feet to an iron pin at the corner of Tract No. 1 of the William Locke Estate; thence along the line of said tract, S. 68-09 E., 409.9 feet to an iron pin on Rutherford Road, said iron pin being located approximately 370 feet southwest of the intersection of Rutherford Road with Mountain Creek Church Road; thence with the northwestern side of the right of way of Rutherford Road, S. 45-59 W., 200 feet to the point of beginning.

The above property is the same conveyed to the Mortgagor by the Mortgagees by deed to be recorded simultaneously herewith.

If all or any portion of the property described in the within mortgage or an interest therein is sold or transferred by the Mortgagor without the Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a security interest for fixtures attached to the realty, (c) a transfer by devise, descent or by operation of law upon the death of the Mortgagor, (d) the grant of a leasehold interest not containing an option to purchase, or (e) a sale or transfer of the whole or any portion therein to the Mortgagor's lineal descendants or spouse, the Mortgagee may, at Mortgagee's option, declare all
(CONTINUED ON PAGE #3)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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