STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## JAN 5 1 48 PM 1838 MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH

WHEREAS, WE, LEHMAN A. MOSELEY, JR, AND BEN S. IRVIN

(hereinafter referred to as Mortgagor) is well and truly indebted un to L. H. TANKERSLEY, AND P. D. TANKERSLEY, d.b.a., Tankersley Dirt Moying Company.

(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 Eight Thousand Five hundred forty nine and .06/100

THREE YEARS FROM DATE,

with interest thereon from date at the rate of Six 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, in Chick Springs Township, being the same land as is shown on Plat made by R. E. Dalton, Engineer, May, 1920, as Lots 1 to 29 inclusive, with the exception of Lots Nos. 15 & 16, said Plat being recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "F" at Page 143, and when described to-gether having the following metes and bounds to-wit:

BEGINNING at an iron pin, corner of Edwards Street and Goodwin Street, and running thence along Goodwin Street, N. 50-11 E., 203.7 feet; thence continuing with Goodwin Street N. 50-34 E., 203.5 feet to an iron pin at the intersection of Goodwin and Shockley Streets; thence with the western side of Shockley Street N. 28-30, W. 972 feet to an iron pin, corner of Lot No. 16; thence with line of Lots Nos. 16 and 15, S. 61-30 W. 400 feet to an iron pin on Edwards Street; thence with the eastern side of Edwards Street, S. 28-30 E 1051 feet to an iron pin, the point of Beginning.

Also, shown and designated as Lots One (1) through Thirty (30), inclusive, on a Plat of SHADY CREEK NEAR GREENVILLE, S.C., made by Piedmont Engineers & Architects, August 5, 1965, recorded in the R.M.C. Office of Greenville County, South Carolina, in Plat Book "KKK" at Page 83, reference to said plat being craved for a complete and detailed description thereof.

Together with all and singular rights, members, herditaments, 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 thereform, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever tawfully claiming the same or any part thereof.