

MORTGAGE OF REAL ESTATE—Prepared by **MILLEN** WILMS & HENRY, Attorneys at Law, Greenville, S. C.

1358 785

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

JAN 23 1 24 PM '76

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

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Thomas E. Talley

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Taylor's Lumber Company, Inc.**

(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 **Ten Thousand Seventy-two and 70/100**-----

-----Dollars (\$10,072.70) due and payable

according to the terms of that certain promissory note of even day herewith

with interest thereon from _____ date _____ at the rate of **SIX (6%)** 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 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, on the Northern side of Chipwood Lane in Butler Township, being shown as all of Lot 19 and a portion of Lot 20 on a plat of Green Hills, recorded in Plat Book HH, at Page 189 and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Chipwood Lane at the joint front corner of Lots 18 and 19 in the center of a 10 foot drainage easement and running thence with the center of said easement and with the line of Lot 18, N. 8-25 E. 193.3 feet to a pin on Brushy Creek; thence down Brushy Creek as the line, S. 73-11 E. 100.3 feet to pin at corner of Lot 20; thence continuing with Brushy Creek, N. 75-59 E. 40 feet to a pin in rear line of Lot 20; thence in a Southwesterly direction through Lot 20 to a pin on the Northern side of Chipwood Lane, which pin is 37½ feet from the joint front corner of Lots 19 and 20; thence with the Northern side of Chipwood Lane, N. 64-26 W. 37½ feet to a pin; thence N. 77-49 W. 48.5 feet to a pin; thence continuing N. 83-09 W. 31.5 feet to the point of beginning.



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.

5550

4328 RV-2