MORTGAGE OF REAL ESTATE-Offices of Leathensood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C. 381 FASE 305

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGACE OF REAL ESTATE DONNIE S. TANKER SLEY R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES B. TINSLEY WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto AMERICAN CREDIT COMPANY OF SOUTH CAROLINA, 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

Dollars (\$2,304.00 Two Thousand Three Hundred-Four and No/100 ) due and payable in 36 monthly installments of \$64.00 each, commencing November 25, 1976 and continuing on the same day of each month thereafter until paid in full.

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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 Morfgagor, 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, the Mortgagee's heirs, 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 South side of Tenth Street in Section 5 of Judson Mills Village, being known and designated as Lot No. 47, as shown on plat of Section 5 of Judson Mills Village, made by Dalton & Neves, Engineers, in February, 1940, which plat is recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book K, at pages 33 and 34, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Tenth Street, joint corner of Lots No. 47 and 48, said pin being 212 feet West from the Southwest corner of the intersection of Tenth Street and Neubert Avenue, and running thence with the line of Lot No. 48, S. 1-55 E. 91.53 feet to ap iron pin; thence with the rear line of Lot No. 70, S. 88-05 W. 70 feet to an iron pin; thence with the line of Lot No. 46, N. 1-55 W. 91.61 feet to an iron pin on the South side of Tenth Street; thence with the South side of Tenth Street. N. 88-09 E. 70 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by Deed dated April 1, 1940, recorded in the RMC Office for Greenville County in Deed Book 221 at Page 8. April 15, 1940. The Grantor is Judson Mills.

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\* 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 is 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 berein. 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 lawfully claiming the same or any part thereof.