

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1381 PAGE 928

MORTGAGE OF REAL ESTATE

NOV 1 11 43 AM '76

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Billy Allen

(hereinafter referred to as Mortgagor) is well and truly indebted unto Edward J. Allen

(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 SIXTY and NO/100-----Dollars (\$ 8,060.00) due and payable in two hundred sixty (260) equal weekly installments of Thirty-One and No/100 (\$31.00) Dollars each commencing on November 1, 1976 and on Monday of each and every week thereafter until paid in full.

with interest thereon from date at the rate of Eight (8) per centum per annum, to be paid: after maturity

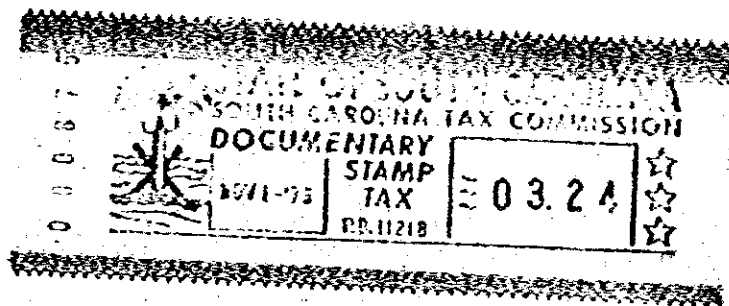
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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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:

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"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, being in Gantt Township, and being shown as portions of Lots Nos. 16, 17, 18 and the western halves of Lots Nos. 19 and 20 on a plat of Oakvale Terrace which plat is recorded in the R.M.C. Office for Greenville County in Plat Book M at Page 151, and, having, according to a more recent survey, entitled Property of Billy Allen, prepared by R. B. Bruce, RLS, dated September 28, 1976, which plat is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5W at Page 45, and having, according to said plat, the following metes and bounds, to-wit:

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BEGINNING at an iron pin on the northern side of Davis Road and running thence N. 20-00 E. 226.2 feet to an iron pin in the property line of Lot No. 15; thence running with the property line of Lots Nos. 15 and 21 S. 72-45 E. 150 feet to an iron pin; thence S. 18-48 W. 180.6 feet to an iron pin on the northern side of Davis Road; thence running with said road N. 88-30 W. 162 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor by *William Anthony Rogers* which deed is recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1044, at Page 970, on October 22, 1976.



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.

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