

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MICHAEL F. TALLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROSENA A. TALLEY

(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

FIVE THOUSAND

Dollars (\$ 5,000.00) due and payable

TO BE PAID ON OR BEFORE DECEMBER 25, 1980

with interest thereon from December 25, 1979 at the rate of 8 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 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

ALL that piece, parcel and lot of land in the aforesaid County and State as shown on a plat prepared for Michael F. Talley, dated December 21, 1977, by R. L. Bruce, R.L.S., and recorded in the RMC Office of said County in Plat Book 63 at Page 45 containing approximately 10.04 acres of land, more or less, more fully described as:

"BEGINNING at the Southwest corner of said tract and running thence N 16-56W 599.8 feet to an old iron pin; thence N 26-38 W. 278 feet to an old iron pin; thence N 89-11E 230.4 feet to an old iron pin; thence N 88-00E 345.9 feet to an old iron pin; thence S 41-59E 807.9 feet to an old iron pin; thence N 61-49W 257.6 feet to an old iron pin; thence N 24-10W 207.4 feet to an old iron pin; thence S 77-46W 208.0 feet to an old iron pin; thence S 24-04E 208.3 feet to an old iron pin; thence N 77-30E 12.6 feet to an old iron pin; thence S 5-33W 243.9 feet to an old iron pin, the point of beginning."

The above conveyance is made subject to all reservations, easements, rights of way, restrictions and zoning laws apparent or of record.

Being the same property conveyed by Carolyn B. Boling to Michael F. Talley by deed dated December 21, 1977 and recorded December 22, 1977 as noted in Deed Book 1070 at page 605. A CORRECTIVE DEED for said conveyance was filed in said RMC office on February 7, 1978

This instrument is a second mortgage, the first mortgage given to South Carolina Federal Savings & Loan Association, recorded in Mortgage Book 1419 at page 296.

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 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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