MORTGAGE OF REAL ESTATE - BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A. FILED VOL 1403 PAGE 253

STATE OF SOUTH CAROLINA CREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

DOWNER TANKS

TO ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE S. TANKERSLEY R.M.C.

WHEREAS, Jerome P. Carne and Jennifer T. Carne

thereinafter referred to as Mortgagor) is well and truly indebted unto R. E. COX

with interest thereon from date

at the rate of 8-1/2

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 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, on the northeastern side of Newland Avenue and being known and designated as part of Lots 46 and 47 of Block 1 of NEWLAND and being more recently referred to and described as Lot No. 2 on a plat of a re-subdivision of said Lots 47 and 46 by Pickell & Pickell, Engineers, dated June 26, 1950, and described as follows:

BEGINNING at a stake on the northeastern side of Newland Avenue, which stake is 76 feet west from Charles Street; thence with Newland Avenue, N.56-14 W. 76 feet to a stake on the edge of a ten-foot alley; thence with said alley, N.43-12 E. 103 feet to a stake; thence S.46-33 E. 75 feet to a stake; thence S.43-27 W. 91.5 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from R. E. Cox, dated April 13, 1979 and recorded in the RMC Office for Greenville County on April 16, 1979.

THE mailing address of the Mortgagee herein is:

P. O. Box 1446 Greenville, S. C. 29602

DOCUMENTARY STAMP = 03.20 会

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 heireinabove described in ree 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.

C'MO OCCV