

MORTGAGE OF REAL ESTATE -
GREENVILLE CO. S. C.

VOL 1400 PAGE 623

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
MAY 7 3 08 PM '79

MORTGAGE OF REAL ESTATE

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

WHEREAS, Park Avenue Properties, a Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROBERT J. BAILEY & EDITH L. BAILEY

(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 FIFTY THOUSAND AND NO/100-----

Dollars (\$ 50,000.00) due and payable

\$449.87 per month for 20 years beginning June 10, 1979, payments applied first to interest, balance to principal, and to continue until paid in full

with interest thereon from _____ date _____ at the rate of 9% 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:

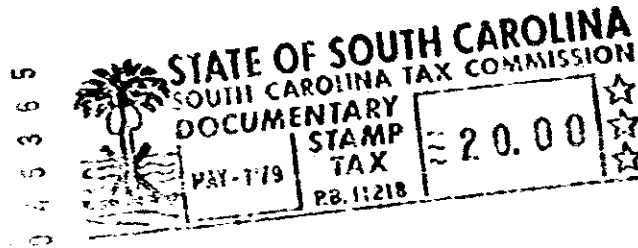
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, City of Greenville, shown as being on the northwestern corner of Vannoy Street and East Park Avenue and being described as follows:

BEGINNING at iron pin on northwestern side of East Park Avenue and Vannoy Street and running thence with northern side of East Park Avenue N. 77-00 W. 101.4 feet to iron pin at corner of property now or formerly owned by Virginia New; thence with line of said property N. 20-45 E. 172 feet to iron pin; thence S. 77-00 E. 50 feet to iron pin; thence S. 20-45 W. 50 feet to iron pin; thence S. 77-00 E. 78 feet more or less to iron pin on Vannoy Street; thence with western side of Vannoy Street S. 33-29 W. 122 feet to iron pin more or less to point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of the Mortgagees herein of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.

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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 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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