

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

VOL 1475 PAGE 800

AUG 3 1979
MORTGAGE OF REAL ESTATE
FROM THESE PRESENTS MAY CONCERN:

DONNIE J. LANKERSLEY
R.M.C.

WHEREAS, I, ALVIN E. JAMES

(hereinafter referred to as Mortgagor) is well and truly indebted unto EDITH J. MONTGOMERY

8 NATH WOOD DRIVE
TAYLORS, S.C. 29687

(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 and No/100----- Dollars (\$ 5,000.00) due and payable

with interest thereon from _____ date _____ at the rate of ~~eleven (11%)~~ centum per annum, to be paid: as per the terms of said note

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:

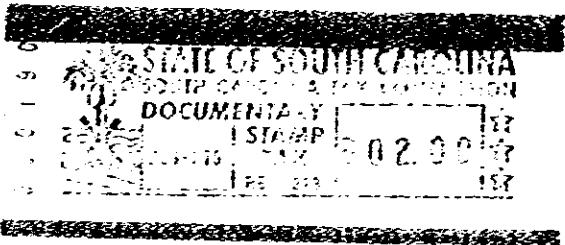
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville being described as:

ALL that lot of land in the State of South Carolina, County of Greenville, in the Town of Simpsonville, being described as follows in accordance with plat entitled "Property of David Lewis Nelson" prepared by Carolina Surveying Co. dated May 3, 1971, and recorded in plat book 4-I at Page 175 and being more particularly described as follows:

BEGINNING at an iron pin on the southerly side of Georgia Road, within the right of way thereof, joint front corner with property of Ben Maynard, and running thence along the line of said Maynard property, S0-58W 136.1 feet to an iron pin; thence along the line of property of R.H. Leggett, S87-48W 150.4 feet to an iron pin; thence continuing along the line of said Leggett property, N0-15E 136 feet to an iron pin on the southerly side of Georgia Road, within the right of way thereof; thence with the southerly side of said road, N87-48E 151.9 feet to the point of beginning.

This is that property conveyed to Mortgagor by deed of David L. Nelson recorded June 16, 1979, in the RMC Office for Greenville County in Deed Book 1104 at page 935.

This is a second mortgage Junior to that of First Providence Corporation (now Carolina Mortgage Company) recorded in the RMC Office for Greenville County in Mortgage Book 1190 at page 361.



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 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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