MORTGAGE OF REAL ESTATE

800x1487 PASE124

STATE OF SOUTH CAROLINA SOUTH CAROLI

MORTGAGE OF REAL ESTATE

10 ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES W. ASKEER E.

(hereinafter referred to as Mortgagor) is well and truly indebted unto NANCY D. FRANKS

(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 Nine Thousand and No/100-----

in sixty (60) equal monthly installments, each in the amount of \$191.23 beginning December 1, 1979 and continuing on the 1st day of each and every month thereafter until paid in full,

with interest thereon from

date

at the rate of ten

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 scaling 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, the Mortgagoe's heirs, 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 Anderson Road and being part of Tract No. 3 according to plat of property of W. D. McBrayer recorded in the RMC Office for Greenville County in Plat Book I at Page 87 and being known as the Northern one-half of Lot "A" on Revised Plat of Lot No. 3 and described as follows:

BEGINNING at a point on Washington Avenue, which point is 330.8 feet from the intersection of Washington Avenue and Anderson Road and running thence with Washington Avenue, S. 27-58 E. 60.4 feet to a stake; thence S. 38-04 W. 260.7 feet to an iron pin; thence N. 51-56 W. 54.3 feet to an iron pin; thence N. 38-04 E. 285.8 feet to the point of beginning.

This being the same property acquired by the Mortgagor herein by deed of Nancy D. Franks of even date to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS:

STATE OF STATE PROPERTY.

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 is 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 Mortgages forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

GCTC --- 1 NO 5 79 1369

ASS BV.2

THE PARTY OF THE PARTY OF THE