

Mortgagee's Address:
2 Verner Dr.
Greenville, SC 29609

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OFFICES OF LOVE, THOMAS, ARNOLD & THOMSON, ATTORNEYS AT LAW, GREENVILLE, S. C.

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GENERAL MANAGERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: DAVID C. THOMAS

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto JO ANN L. NIX, as Executrix and Trustee under the Will of John Edgar Love (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 SIXTY-FOUR THOUSAND AND

NO/100----- DOLLARS (\$ 64,000.00),

with interest thereon from date at the rate of 13 per centum per annum, said principal and interest to be repaid:

payable 18 months from date with interest at the rate of thirteen (13%) percent per annum on the unpaid balance, said interest to be payable monthly, with the first interest payment being due April 1, 1980, and all other interest payments being due on the first day of each month thereafter.

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, and being described as follows:

"BEGINNING at a stake on the southern side of Augusta Street 369.7 ft. east from Augusta Drive at corner of Lot 1 and running thence with the line of said lot S 21-35 W 200 feet to a stake; thence S 56-00 E 137.3 feet to a stake; thence N 22-00 E 198.5 feet to a stake on Augusta Street; thence with the southern side of Augusta Street N 56-00 W 139.5 feet to the beginning corner, being shown as Lots 2 and 3 on a plat of property of John T. Davenport made by Dalton & Neves, Engineers, in August 1925, and also being shown on a plat made by Pickell & Pickell on July 20, 1950."

This is the same property conveyed herewith to the mortgagor by deed of Jo Ann L. Nix, Individually, and as Executrix and Trustee under the Will of John Edgar Love, deceased; and Sandy L. Cary; said deed to be recorded herewith.

It is understood that this mortgage is of equal rank with a mortgage from the mortgagor herein to Sandy L. Cary in the amount of \$32,000.00 and is also of equal rank with a mortgage from David C. Thomas to Jo Ann L. Nix in the amount of \$32,000.00, said mortgages to be recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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DAVID C. THOMAS
215-2-98090

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