

FILED
CENTRAL FILE CO. S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE, 20 PM '80

BOOK 1504 PAGE 491
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, DAVID C. THOMAS

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN B. LEAGUE & BEATRICE P. LEAGUE

(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

One Hundred and Fifty Thousand and No/100ths----- Dollars (\$ 150,000.00) due and payable according to the terms and conditions of that certain promissory note from David C. Thomas to John B. League and Beatrice P. League of even date herewith.

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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 located partly within the corporate limits of the City of Greenville, but mostly without, and being situated at the northeast corner of Rutherford and Randall Streets and being commonly known and referred to as Lots Nos. 1, 2, 3 and the greater part of Lot No. 4 of Section A of the Stone Land Company as shown on plat recorded in Plat Book "A", Page 341 and having the following metes and bounds:

BEGINNING at an iron pin at the northeast corner of the intersection of Rutherford and Randall Streets and running thence along and with the east side of Rutherford Street, N. 1-22 E. 283 feet to an iron pin in line of lot now or formerly of Dr. J. E. Shaw; thence with his line S. 82-35 E. 200 feet, more or less, to an iron pin on the west side of an alley; thence with said alley, S. 1-22 W. 272 feet to an iron pin on the north side of Randall Street; thence along and with the north side of said street, N. 82-30 W. 200 feet to the beginning. Less, however, a strip of land approximately five feet in width along Rutherford Street condemned by the South Carolina State Highway Department for the purpose of widening Rutherford Street.

There is situated on the above described property an apartment building known as Randall Court Apartments together with a small apartment lying north of the larger apartment, and also a brick store building lying north of the smaller apartment.

This being the same property conveyed this date by deed of John B. League and Beatrice P. League to David C. Thomas.

This is a purchase money mortgage.

Mortgagee's Address
Bankers Trust Co. Trust Dept
P. O. Box 608
Greenville, S.C. 29602

RECORDED
INDEXED
DOCUMENTARY
STAMP
JUN 10 1980

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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