

MORTGAGE OF REAL ESTATE--Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S.C. 1513 2834

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
SEP 2 10 28 AM '80

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, BARRY GIBSON DOWD R.M.C.
DONNIE S. TANKERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. DAN JOYNER

(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 EIGHT THOUSAND FIVE HUNDRED ----- Dollars (\$ 58,500.00) due and payable

October 1, 1980

with interest thereon from date at the rate of 11.91% per centum per annum, to be paid: at maturity

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, the Mortgagee's heirs, successors and assigns:

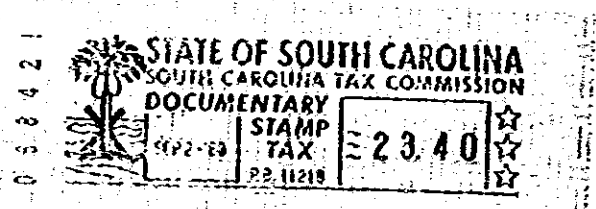
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, known and designated as Lot No. 16, DEVENGER PLACE, SECTION I, as shown on plat thereof prepared by Dalton & Neves Co., Engineers, dated October 1973, which plat is of record in the RMC Office for Greenville County, S.C. in plat book 4X at page 79, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin in the eastern side of Abbey Terrace at the joint front corner of Lots Nos. 15 and 16, and running thence with the line of said lots, S. 20-04 E. 158.4 feet to an iron pin, joint rear corner of said lots; running thence with the rear line of Lot No. 16, N. 41-42 E. 135 feet to an iron pin, joint rear corner of Lots Nos. 16 and 17; thence with the joint line of said lots N. 45-36 W. 133.7 feet to an iron pin in the eastern side of Abbey Terrace, joint front corner of said lots; thence with the eastern side of Abbey Terrace, the following calls and distances: S. 23-21 W. 25 feet to an iron pin; and S. 59-27 W. 45 feet to an iron pin, point and place of beginning.

This is the same property conveyed to mortgagor by Sarah R. Connelly by deed of even date herewith to be recorded simultaneously with this mortgage.

Sarah R. Connelly is now Sarah R. Connelly Durham.

Abbey Terrace is now known as Hedgewood Terrace.



SC10 -----2 SEP 80 1320

Mortgagee's address:

745 North Pleasantburg Drive
Greenville, SC
or PO Box 5757 Station B
Greenville, S. C. 29606

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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