

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
CO. S. C.
SEP 5 11 25 AM '80

WHEREAS, **DONNIE S. TANKERSLEY**
Richard B. Pierce, Jr., and Dorothy H. Pierce

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Richard B. Pierce and Doris J. Pierce**

(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 **Twelve Thousand Four Hundred Thirty and no/100**

Dollars (\$ 12,430.00) due and payable

to the order of mortgagee in 110 consecutive monthly installments of **One Hundred Sixty and no/100 (\$160.00)**

1980

with interest thereon from **September 20,** at the rate of **Eight (8)** per centum per annum, to be paid: **on the 20th day of each month**

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:

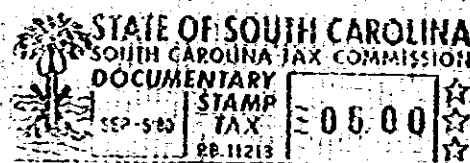
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 near the town of Travelers Rest on the western side of Bridwell Road containing 2.10 acres, and being bounded now or formerly as follows: North by lands now or formerly of Bridwell, Brady and Assembly of God Church; East by Bridwell Road; South by Shoally Creek and property now or formerly of McClure; and West by lands now or formerly of Hawkins; said tract of land being more particularly described according to a plat entitled Property of Michael J. Giese prepared by W. R. Williams, Jr., Surveyor, dated October 27, 1976, as follows:

BEGINNING at a nail and cap in the bridge on Bridwell Road crossing Shoally Creek in the line of property now or formerly of McClure and running thence with the creek as the line, N. 84-42 W. 116.2 feet to a point in the center line of said creek; thence continuing with the creek as the line, S. 71-19 W. 264.7 feet to an old iron pin on the northern side of Shoally Creek; thence with the line of property now or formerly of Hawkins, N. 29-00 W. 322.7 feet to an old iron pin at the corner of property of the Assembly of God Church; thence N. 75-25 E. 188.2 feet to an old iron pin; thence with the line of property now or formerly of Brady, S. 39-55 E. 91.4 feet to an old iron pin; thence with the line of property now or formerly of Bridwell, S. 41-20 E. 77 feet to an old iron pin; thence continuing with the line of property now or formerly of Bridwell, N. 72-42 E. 184.3 feet to a spike in the center of Bridwell Road; thence with the center of Bridwell Road as the line, S. 10-47 E. 91.5 feet to a nail and cap and S. 22-18 E. 100 feet to a nail and cap in the bridge on Bridwell Road crossing Shoally Creek, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of **Michael J. Giese** dated August 6, 1979, and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1108, at Page 759.

This property is subject to a mortgage to North Carolina National Bank recorded October 29, 1976 in the RMC Office for Greenville County at Mortgage Book 1381, page 642.



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 such 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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