

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

FILED
GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE

REC. 1529 PAGE 441

JUN 7 4 41 PM '81
TO WHOM THESE PRESENTS MAY CONCERN:

DONNIE TANKERSLEY
R.H.C

WHEREAS, J. & B. Investment Co., a South Carolina General Partnership
(hereinafter referred to as Mortgagor) is well and truly indebted unto Winston Herbert

(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

FIVE THOUSAND, TWO HUNDRED AND FIFTY AND NO/100 Dollars (\$ 5,250.00) due and payable

one month from date, to wit: February 7, 1981

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:

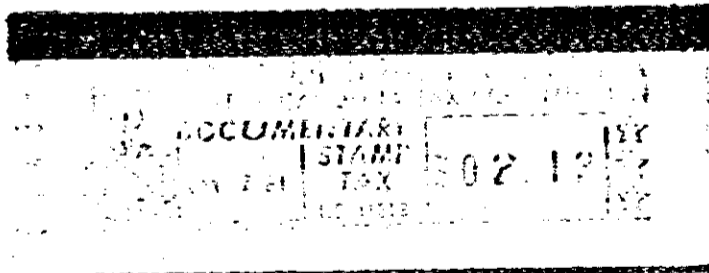
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 known and designated as LOT No. 58 according to a plat of DIXIE HEIGHTS, recorded in the RMC Office for Greenville County in Plat Book H, at page 46. Reference to said plat is hereby craved for a more detailed description. This property is also located in Tax District 519 and is shown on the County Block Book at 192-8-9.

This being the same property conveyed to the Mortgagors herein by deed of Winston Herbert of even date and recorded simultaneously with this mortgage.

IN THE EVENT the property, above described, is sold, transferred or conveyed, then the entire amount due hereunder becomes immediately due and payable as this mortgage cannot be assumed or assigned to anyone other than the above named Mortgagor.

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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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