

LONG, BLACK & GASTON

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

T-3215

GREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE

JAN 30 3 36 PM '81

FROM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
R.H.C.

JR.

WHEREAS, WILLIAM C. TWITTY AND M. RHETT THACKSTON

(hereinafter referred to as Mortgagor) is well and truly indebted unto JESSE B. DAVIS AS EXECUTOR OF THE ESTATE OF Y. C. BALLENGER, D/B/A Y. C. BALLENGER ELECTRICAL CONTRACTOR

(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

TWENTY EIGHT THOUSAND FIVE HUNDRED AND NO/100-----Dollars (\$ 28,500.00) due and payable

In Three (3) annual installments of Nine Thousand Five Hundred Dollars (\$9,500.00), with interest, commencing on January 27, 1982, and continuing in like amount on the 27th day of January of each year thereafter, until paid in full.  
with interest thereon from 1/27/81 at the rate of 12% per centum per annum, to be paid:  
with each annual installment of \$9,500.00.

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 shown on a survey for Y. C. Ballenger Electrical Contractor as part of Tract 2, said plat being prepared by Carolina Surveying Company and dated April 16, 1980 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern right-of-way of Woodruff Road, said point being 1,154.8 feet west of the intersection of Woodruff Road with Butler Road along the line of property now or formerly of Luther M. Gresham, and running thence with the common line of said property, S. 5-46 E., 483.6 feet to a point; thence turning and running S. 89-15 W., 250 feet to a point along the line of property now or formerly of the grantor herein; thence turning and running N. 6-05 E., 484.8 feet to a point on the southern right-of-way of Woodruff Road; thence with the right-of-way of said Road, N. 89-06 E., 150 feet to the point of beginning.

THIS is the same property conveyed to the mortgagors herein by deed of Jesse B. Davis as Executor of the Estate of Y. C. Ballenger, D/B/A, Y. C. Ballenger Electrical Contractor, dated January 27, 1981, and recorded simultaneously herewith.

Mortgagor's Address:  
Post Office Box 5665  
Spartanburg, S. C. 29304

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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 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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