

MORTGAGEE'S ADDRESS: 46 West Avenida Dr - Greenville SC

MORTGAGE OF REAL ESTATE--Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

BOOK 1556 PAGE 733

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN: DONNIE TANKERSLEY R.M.C.

WHEREAS, CARABO CAPITAL, a South Carolina General Partnership, (hereinafter referred to as Mortgagor) is well and truly indebted unto CLIFFORD S. HACKETT

(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 Ten Thousand and No/100

in equal monthly installments of One Thousand, Four Hundred Twenty-eight and 16/100 (\$1,428.16) Dollars each beginning on December 1, 1981 and continuing on the first day of each month thereafter until paid in full, with the right to repay in whole or in part after January 1, 1982,

with interest thereon from date at the rate of 13.5% per centum per annum, to be paid: monthly

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

All that piece, parcel or lot of land in the County and State aforesaid, in the City of Greenville, on the Southern side of East Washington Street and having, according to a plat entitled "Property of White, Red, Blue Club" by Dalton & Neves, dated August 1958, the following courses and distances, to-wit:

BEGINNING at an iron pin on the Southern side of East Washington Street at corner of property now or formerly of Mimmie Hunt and running thence with the line of that property, S. 42-50 E. 56 feet to an iron pin on the Northern side of the right of way of the C. & W. C. Railway; thence along the Northern side of said right of way, N. 37-39 E. 97.5 feet to an iron pin on the Southern side of East Washington Street; thence with East Washington Street, S. 69-47 W. 104 feet to the beginning corner. The aforesaid plat shows a strip of land running along East Washington Street varying in width from 3.8 feet to four feet, said strip being situate between the present street line and a former street line. With respect to this strip, the warranty contained in this deed shall not apply.

ALSO: All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, having the following metes and bounds, to-wit:

BEGINNING on the South side of East Washington Street, East of Toy Street, on the northeast corner of a lot now or formerly belonging to P. S. Butler; thence along the south side of East Washington Street, N. 65-11 E. 82-1/2 feet to the Old Boyce Line; thence along the Old Boyce Line, S. 48-34 E. 45.45 feet to right of way of the C. & W. C. Railway; thence along said right of way westerly to the Southeast corner of said lot, now or formerly of P. S. Butler; thence along the line of P. S. Butler's lot northerly 91 feet to the beginning corner.

ALSO: All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, within the corporate limits of the City of Greenville, lying on the southern side of East Washington Street and being known as Lot No. 3, Block 1, Sheet 65, of the City Tax Block Book, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of East Washington Street at the corner of Lot No. 4 of the City Tax Block Book, and running thence with the southern side of East Washington Street, N. 65-11 E 73 feet, 8 inches to the corner of Lot No. 2 of the City Tax Block Book; and running thence in a southerly direction with the line of said Lot No. 2, 91 feet to an iron pin on the right-of-way of the C. & W. C. Railroad (said right-of-way extending 25 feet from the center of the track); and running thence with the right-of-way in a southwesterly direction, 74-1/2 feet to the corner of Lot No. 4; and running thence with Lot No. 4, in a northwesterly direction, 124-1/2 feet to the beginning corner.

These being the same parcels conveyed to the mortgagor by deed of Clifford S. Hackett to be recorded herewith.

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.

0 7 3 3

4328 RV-2