

LAW OFFICES OF JOHN W. HOWARD, III, ATTORNEY AT LAW, 114 MANLY ST. GREENVILLE, S. C. 29601

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE S.C.
NOV 3 10 38 AM '81
JOHN W. HOWARD, III
R.M.C.

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

WHEREAS, H. Lee Cox, Jr.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lewis J. Tucker and Hazel H. Tucker,

(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 Forty Thousand and 00/100-----

-----Dollars (\$40,000.00) due and payable in fifteen (15) annual payments of Six Thousand Five Hundred Twelve and 36/100 (\$6,512.36) Dollars each until paid in full, the first annual payment being due on November 3, 1982,

with interest thereon from _____ date _____ at the rate of 14 per centum per annum, to be paid: annually

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:

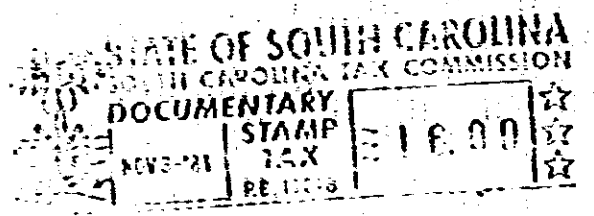
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, on the northeastern side of S. C. Highway 68 (Dunklin Bridge Road), containing 41.9 acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of S. C. Highway 68 (Dunklin Bridge Road) and running thence N. 30-45 E. 2970 feet to an iron pin; thence N. 68 W. 580.80 feet to an iron pin; thence S. 30-45 W. 2270 feet to an iron pin; thence S. 88 1/4 W. 546.48 feet to an iron pin; thence S. 19-45 E. 323.40 feet to an iron pin on the northeastern side of S.C. Highway 68 (Dunklin Bridge Road) and running thence with the said road the following courses and distances, S. 43-45 E. 450.12 feet and S. 60-45 E. 358.38 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed from the Mortgagees, Lewis J. Tucker and Hazel H. Tucker, of even date, to be recorded herewith in the RMC Office for Greenville County, S. C.

Mortgagees' address: Rt 9, Quail Trail, Greenville, S.C. 29609



GCTO -----3 NO 3 81 066

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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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