

MORTGAGE OF REAL ESTATE -

BOOK 1562 PAGE 339

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE

GRANTOR: L. H. Tankersley and Robert J. Bailey
TO WHOM THESE PRESENTS MAY CONCERN:

NOV 27 AM '82

WHEREAS, L. H. Tankersley and Robert J. Bailey

(hereinafter referred to as Mortgagor) is well and truly indebted unto Pension Plan and Trust of L. & P. Enterprises Inc.

(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 Eighteen Thousand, nine hundred, four and 04/100 Dollars (\$18,904.04) due and payable

on demand

with interest thereon from December 14-81 at the rate of 15 7/8 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

All that certain piece parcel or tract of land situate, lying and being in Saluda Township, Greenville County, State of South Carolina, joining lands of D. N. Johnson and others, being more particulary described as follows to wit;

Beginning at a stone on the Johnson line corner of H. S. Austins and running thence S. 54 E. 222 ft to a stone; thence N. 39 E. 420 ft. to a stone; S 71 S. 2297ft. to a poplar, H. S. Austins line 600 ft. more or less to a stone, the beginning corner, containing ten acres, more or less, being a portion of the land conveyed to Luther C Hart By E. Orman on the 17th day of November, and recorded in the Office of the R.C. for Greenville County in Book 139, Page 472; and deeded to H. D. Austin by deed dated March 11th., 1935 and recorded in the R/C Office for Greenville County.

This being the same property acquired by the grantor by deed of L. H. Tankersley and Robert J. Bailey recorded on November 18 1930 Book 1137 Page 476

Also Beginning at a stake marking the point of intersection of the said highway with a north-west boundary line of the tract of land which was conveyed to F. L. Wright by a. Justus and running thence along the Johnson line N. 39 E. 576 fet. to a white oak; Thence S. 61-30 E 504 1/2 ft. to a stone; thence in a northern direction crossing a branch about 600 ft. to a poplar; thence N. 71-15 E. approximately 700 ft. to the old Buncombe Rd.; thence S. 30 E. 230 ft to Johnsons corner, the beginning corner, containing ten acres more or less.

This is a portion of property conveyed to H. S. Austin recorded in the R.M.C. Office of Greenville County in Vol. 130 page 63 1935.

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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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