

MORTGAGE OF REAL ESTATE

Mailing Address:
201 East North Street
Greenville, S. C. 29601

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

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

BOOK 1504 PAGE 150

FEB 27 12 44 PM '82
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONALD J. TANKERSLEY
R.M.C.

WHEREAS, Richard L. Tucker

(hereinafter referred to as Mortgagor) is well and truly indebted unto Thomason and Janes Real Estate, 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

Sixteen thousand four hundred forty two & 50/100 Dollars (\$ 16,442.50) due and payable

As per the terms and conditions incorporated in that certain promissory note dated February 12, 1982.

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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

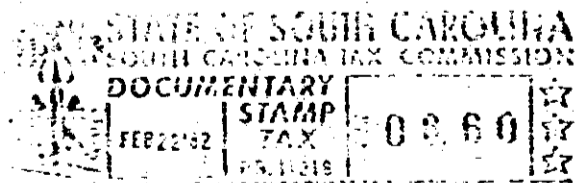
ALL that piece, parcel or lot of land situate, lying and being on the Eastern side of Duke Street in Dunean Mills Village, Greenville County, South Carolina and being more particularly described as Lot No. 90, Section 2, as shown on a plat entitled "Subdivision for Dunean Mills, Greenville, S. C.", made by Pickell and Pickell, Engineers, Greenville, S. C., on June 7, 1948, revised June 15, 1948 and August 7, 1948, and recorded in the RMC Office for Greenville County in Plat Book S at Pages 173-177, inclusive, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Duke Street, at the joint front corner of Lots No. 90 and 91, and running thence with the line of Lot 91 S. 64-22 E. 129.7 feet to an iron pin; thence S. 24-36 W. 82.3 feet to an iron pin on the Northeastern side of Whitin Street; thence with the Northeastern side of Whitin Street N. 65-12 W. 131.1 feet to an iron pin; thence with the Eastern side of Duke Street N. 25-44 E. 84.1 feet to the point of beginning.

This mortgage is a wrap mortgage and incorporates those terms and conditions of that certain mortgage given to C. Douglas Wilson Company in the original amount of \$13,050.00, recorded March 18, 1974 in Mortgage Book 1304 at Page 504, Mortgagor retains the option to pay any amounts due on said previously recorded mortgage should there be a default, and reduce any payments made from the face of this mortgage.

This mortgage is security for conveyance of property to the Mortgagor from Thomason and Janes Real Estate, Inc., as shown by deed of even date recorded herein.

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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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