

MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED
MAY 11 2 28 PM '83
DONNIE S. WILKINS
R.M.C.

CALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James D. Gardner

(hereinafter referred to as Mortgagor) is well and truly indebted unto Annie L. Tyler

(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 Thousand and no/100..... Dollars (\$ 20,000.00) due and payable

May 3 , 1998

with interest thereon from date at the rate of 10 % 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 Greenville, and being known and designated as Lot #11, as shown on plat of Goodwin Property, recorded in Book NNN at page 484, and being later shown on plat of Patrick R. Howell Property, plat by Jones Engineering Service, dated December 3, 1968, and being more particularly described as follows:

BEGINNING at an iron pin on the southwest side of Glass Street (formerly Wright Street) at the joint front corner of Lots 11 and 12 and running thence with Lot 12 S. 59-15 W. 110 feet to an iron pin; thence S. 21-20 E. 70 feet to an iron pin; thence N. 59-15 E. 110 feet to an iron pin on Glass Street; thence with Glass Street N. 21-20 W. 70 feet to the point of beginning.

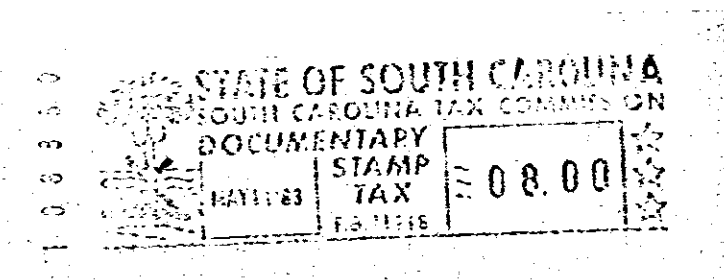
ALSO:

ALL that piece, parcel or lot of land situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, and being known and designated as a portion of Lot No. 12 as shown on a plat of property of Patrick R. Howell, which plat is recorded in the RMC Office for Greenville County in Plat Book 4A at page 70 and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of Lot No. 11 and Lot No. 12 and running thence with Glass Street (formerly Wright Street) N. 21-20 W. 70 feet to an iron pin; thence S. 59-15 W. 110 feet to an iron pin; thence with the rear line of said lot S. 21-20 E. 70 feet to an iron pin; thence N. 59-15 E. 110 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagor herein by deed of Calvin H. Willis, et al., dated May 4, 1983, and recorded in the RMC Office for Greenville County in Deed Book 1188, Page 54, on May 11, 1983.

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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 equal 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.