

1983 002

MORTGAGE OF REAL ESTATE Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law Greenville, S. C
Mortgagee's Address: 3155 East Ponce DeLeon Avenue, Scottdale, GA 30079
c/o Mr. James Magbee

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Thomas R. DeWalt and Gwen G.

DeWalt (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Magbee Brothers Lumber and Supply Company Profit Sharing Trust (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 Ninety Thousand and No/100

----- DOLLARS (\$ 90,000.00),
with interest thereon from date at the rate of 11.25% per centum per annum, said principal and interest to be repaid:

In monthly installments of \$874.14, commencing October 10, 1983, with a like payment on the same date of each month thereafter until paid in full

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 southeastern side of Whittington Drive, being shown as Lot No. 48 on a plat of Stratton Place Subdivision, dated July 10, 1972, prepared by Piedmont Engineers and Architects, recorded in Plat Book 4-R at Page 37 in the RMC Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Whittington Drive at the joint front corner of Lot 47 and Lot 48 and running thence with Lot 47, S. 63-00 E., 160 feet to an iron pin at the joint rear corner of Lot 47 and Lot 48; thence with Lot 63 and Lot 62, S. 00-26 W., 163.1 feet to an iron pin at the joint rear corner of Lot 48 and Lot 50; thence with Lot 50 and Lot 49, N. 64-05 W. 230 feet to an iron pin on Whittington Drive; thence with said Drive, N. 25-55 E., 150 feet to the point of beginning.

DERIVATION: Deed of Robert Lewis Mobley, Jr. and Nell Thigpen Mobley recorded July 17, 1980 in Deed Book 1129 at Page 414.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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