

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.

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

WHEREAS, KENNETH CHILDRESS AND NANCY C. CHILDRESS
DONNIE S. TANKERSLEY
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES O. and LUCILLE K. CHILDRESS

(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 NO/100----- Dollars (\$ 40,000.00) due and payable
In monthly installments of Three Hundred Ninety-Two and 05/100 Dollars (\$392.05)
commencing March 1, 1984 and Three Hundred Ninety-Two and 05/100 Dollars
(\$392.05) on the first day of each and every month thereafter until paid in full,
with interest thereon from date hereof at the rate of Eleven 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

ALL of that certain lot of land in the County of Greenville, State of South Carolina, on Whaley Road, and being known and designated as Lot No. 4 as shown on Plat of Property of James O. Childress prepared by Jones Engineering Service in February, 1983 and recorded in the RMC Office for Greenville County in Plat Book 9-N at Page 58, and said lot having the following metes and bounds according to said plat:

BEGINNING at an iron pin 300' from the intersection of Buckhorn Road on Whaley Road and running thence with Whaley Road, N. 87-26 E. 100 feet to an iron pin at the joint front corner of Lots Nos. 3 & 4; thence N. 2-34 W. 243 feet to an iron pin; thence N. 81-40 W. 102 feet to the joint rear corner of Lots Nos. 4 & 5; thence with the joint line of Lots Nos. 4 & 5 S. 2-34 E. 263 feet to an iron pin on Whaley Road, the Point of Beginning.

This lot of land is also shown as a recut lot on the Subdivision known as Henderson Farms, Section B, recorded in the RMC Office for Greenville County in Plat Book M, at Page 103. This property is also shown in the Block Book Office for Greenville County on Sheet P-32, Block 1, Lot 39.

Derivation: James O. & Lucille K. Childress, Deed Book 1207, at Page 462, recorded March 5, 1984.

GCTO -----3 MR 584 032

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
MAR-584
16.00
PB. 11213

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.

4.00000 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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