

MORTGAGE OF REAL ESTATE

VOL 1887 PAGE 536

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } S.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUN 14 10 43 AM '84

DONNIE W. BERSLEY

WHEREAS, Hugh Tallent, Jr. and Leanore I. Tallent

(hereinafter referred to as Mortgagor) is well and truly indebted unto H. Michael Gainey

(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

Thirteen Thousand Nine Hundred Ninety-Five and No/100----- Dollars (\$ 13,995.00---) due and payable on the fifteenth day of each month beginning June 15, 1984 and continuing on like day for a total of Thirty - Six(36) consecutive months. The thirty-five (35) initial payments to be in the amount of \$192.78 each. The final payment in the amount of \$11,259.07 is due and payable on or before May 15, 1987.

with interest thereon from May 9, 1984 at the rate of 11.00 per centum per annum, to be paid: as above stated.

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:

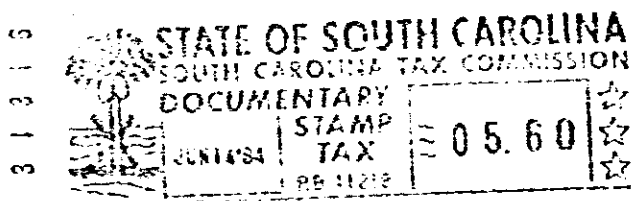
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE

ALL that certain piece, parcel or tract of land, situate, lying and being in the County of Greenville, State of South Carolina, and according to a survey prepared of the property by Carolina Surveying Company, April 14, 1980, and which said plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-U, at Page 84, having the following courses and distances, to-wit:

BEGINNING at an old nail and cap in or near the center of Ferguson Road, joint front corner with property now or formerly belonging to Jerry Paul and Adrith Kerry Kelley and running thence, N. 23-19 W. 804.9 feet to an iron pin on the edge of the creek; thence running with the center of the creek as the line, the traverse being: N. 69-08 E. 83.2 feet, N. 52-38 E. 150.2 feet and N. 35-16 E. 100 feet, to an iron pin on the edge of said creek; thence S. 28-55 E. 906.3 feet to an old axle; thence, S. 22-36 E. 33.1 feet to an iron pin in or near the center of Ferguson Road; thence running with the center of said Road, S. 73-02 W. 405.8 feet to a point in or near the center of said road, the point of Beginning.

The within property is conveyed subject to all easements, rights of way, restrictive covenants, and zoning ordinances, recorded or unrecorded.

This is the same property conveyed to Mortgagor by deed of H. Michael Gainey dated May 9, 1984 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1214 at Page 836 of even date herewith.



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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.

RECORDED

7328-1172