MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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

WHEREAS, William B. Talley and Kathy C. Talley,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Delores S. Vernon,

(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 Thirty-Five Thousand and No/100

Dollars (\$ 35.000.00--) due and payable

in 180 equal monthly installments

with interest thereon from even date at the rate of 12% per centum per annum, to be paid: monthly payments of principal and interest of \$420.35, beginning December 1, 1984.

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:

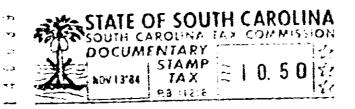
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.60) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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

ALL that certain lot of land situate, lying and being in the County of Greenville, State of South Carolina, in Greenville Township, on the North side of Rogers Avenue known and designated as Lot 39 of the D. E. Geer Property according to a revised plat recorded in the RMC Office for Greenville County in Plat Book G at Page 237, said lot having a frontage on Rogers Avenue of 78 feet with a depth of 100.4 feet more or less and shown on the County Block Book as 167-8-19. This is the same property conveyed to the mortgagors herein by deed of Delores S. Vernon to be recorded herewith.

Mortgagee's address:

Pts, Bex 578, TRAVELER Pest, S.C. 29690



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.

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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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