MORTGAGE OF REAL ESTATE

GREENVILLE CO. S. O.

800:1489 nx:584

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

Hay 28 2 50 PH '79 MORTGAGE OF REAL ESTATE DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN: R.M.C

82 MGE 1100

CHARLES C. FAYSSOUX WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto EDWARD T. BARR

(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 Seven Thousand and No/100----

______Dollars (\$ 47,000.00) due and payable

AS STATED IN NOTE.

corner. LESS, however, property acquired by the City of Greenville for the purpose of widening Aberdeen Drive.

This being the same property acquired by the Mortgagor herein by deed of Edward T. Barr of even date to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: Barr Realty & Co.

412 W. King Street

Boone, North Carolina 28607

6536

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THIS mortgage may not be assumed without the prior written consent of the mortgagee. However, the mortgagee shall not unreasonably or arbitrarily withhold consent to any transfer and in the event of a transfer, the mortgagee may at his option increase the interest rate by not more than one (1%) per cent each time.

Together with all and singular rights, members, hereditaments, and appartenances 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 fittures pow 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 Mortgagoe, its beirs, successors and assigns, forever.

The Mortgagor coverants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that R has good right and is lawfully authorized to seil, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except and is lawfully authorized to seil, 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 Mortgagor as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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