800x1605 PAGE 39 MORTCAGE OF REAL ESTATE PAGE 380

LAW OFFICES OF THOMAS C. BRISSEY, P.A. MORTGACE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OFFREENVILLE

GREENVILLE CO S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERNA

WHEREAS, I. M. E. DURNAMIE S. TANKERSLEY R.H.C.

(bereinafter referred to as Mortgagos) is well and truly indebted unto FIRST CITIZENS BANK & TRUST COMPANY OF SOUTH CAROLINA

P. O. Box 3028, Greenville, S. C. (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Twenty-Nine Thousand, Eight Hundred Thirty-Two - - - Dollars (\$29,832.48) due and payable as provided for in promissory note dated April 4, 1983. and the same and t deed of Marion EdwardDurham, II and being recorded herewith.

ADDRESS OF MORTGAGEE: P. O. Box 3028, Greenville, S. C. 29602.

If all or any part of the property covered by this mortgage is sold or transferred by the mortgagor without the mortgagee's prior written consent, mortgagee may, at mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to whom the subject property is to be sold or transferred reach agreement in writing that the interest payable on the sums secured by this mortgage shall be at such tate as the mortgagee may request, and the terms of this mortgage shall represent the mortgage may request. mortgagee may request.

OCT 13 1983 F Bonnie S. Tankersky

STATE OF SOUTH CARDUNA COUNTY OF GREENWILLE But at bisq fags beliated

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incitatining, and all of the reats, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto the and equipment, other than the usual household furniture, he considered a part of the real estate.

The Mortgagor covenants that is is lawfully seized of the premises bereinabove 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.