LAW OFFICES OF WHISE XX ATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA SEP 20

MORTGAGE OF REAL ESTATE

SEP 29 2 57 PH '80 PR.M.C. S. C. S.

850 1518 FASE 72

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, Chester Nix and Barbara Nix

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

L. H. Tankersley as Trustee for Sunny Slopes Land Company

(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 Five Thousand Nine Hundred Sixty and No/100------

\_Dollars (\$ 5,960.00

) due and payable

AS STATED IN NOTE.

with interest thereon from

at the rate of

per centum per annum, to be paid:

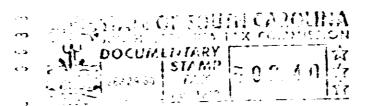
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 mortgagee, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, 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, near Marietta, South Carolina and containing 3.23 acres and being located on the Southeastern side of Chestnut Ridge Road as shown on plat of property of Chester L. Nix prepared by W. R. Williams, Jr. on September 11, 1980, which plat is recorded in the RMC Office for Greenville County in Plat Book 8-7 at Page 35 and having, according to said plat, metes and bounds as shown thereon.

This being the same property acquired by the Mortgagors herein by deed of L. H. Tankersley as Trustee for Sunny Slopes Land Company of even date to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: 44 Pine Knoll Drive Greenville, S. C.



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

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