LAW OFFICES OF BRISSEY (LATHAN) FAYESON AND FAYS SOLES. MAIH & BARBARE, P.A. GREENVILLE. SOUTH CAROLINA ANDERSON AND FAYS SOLES?

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHEREAS, James W. Fays soux and Stuart G. Anderson, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. H. Tankers ley

(hereinafter referred to as Mortgagoe) 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 One Hundred Twenty Five Thousand and No/100------

AS STATED IN NOTE.

with interest thereon from

at the rate of

per centum per annum, to be paid:

\_\_\_\_\_Dollars (\$ 125,000.00 ) due and payable

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 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 by the Mortgagee, and also in consideration of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold Mortgagee at 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, being designated as Units A-2, A-4, A-5, A-6, B-7, B-8, B-9, B-10, B-11, B-12, B-14, B-15, C-17, C-18, D-19, D-20, D-21, D-22, D-24, D-25, D-26, D-27, D-28, D-29, and D-30 of Centre West, Horizontal Property Regime, as are more fully described in the Declaration of Condominium dated June 10, 1974 and recorded in the RMC Office for Greenville County on June 12, 1974 in Deed Book 1001 at Pages 27-78, inclusive.

This being the same property acquired by the Mortgagors by deed of L. H. Tankersley of even date to be recorded herewith.

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

STARP E 50.00 P

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

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