

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

STATE OF SOUTH CAROLINA }
COUNTY OF FAREWELL }
R. M. C.

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: S. M. Aligheri

(hereinafter referred to as Mortgagor) is well and truly indebted unto Swirl, Inc.,

(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 and NO/100-----

Dollars (\$ 5,000.00) due and payable ON DEMAND, NO INTEREST.

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 and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, 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 Greenville, near the City of Greenville, being known and designated as Lot No. 83 on Plat of Section 3, Wade Hampton Gardens, said plat being recorded in Plat Book YY, Page 179, in the RMC Office for Greenville County, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Balfer Drive at the joint front corner of Lots Nos. 83 and 84 and running thence with the joint line of said lots, N. 72-49 W., 154 feet to an iron pin; thence N. 26-06 E., 100 feet to an iron pin at the joint rear corner of Lots Nos. 83 and 82; thence with the joint line of said lots, S. 72-53 E., 148.1 feet to an iron pin on the western side of Balfer Drive; thence along said Balfer Drive, S. 18-11 W., 100 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by deed recorded in Deed Volume 792 at Page 187 in the RMC Office for Greenville County.

This mortgage is junior in lien to that certain note and mortgage given by the mortgagor herein to C. Douglas Wilson & Co., in the principal sum of \$22,300.00, said mortgage being recorded in the RMC Office for Greenville County in REM Volume 1023 at Page 07.

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