

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1424 PAGE 790
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, RAJA ECKSTEIN and WILLIAM L. ECKSTEIN, M.D., P.A.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST 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 SIXTY TWO THOUSAND and NO/100-----

Dollars (\$ 62,000.00) due and payable

according to the terms of the Note.

with interest thereon from Date at the rate of 9% per centum per annum, to be paid:
according to the terms of the note.

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, being in the southeast corner of Old Grove

Road and High Valley Boulevard, near the City of Greenville in Gantt Township, being known as Lot No. 6, on Plat of Fresh Meadow Farms made by M. H. Woodward, May 12, 1945, recorded in the R.M.C. office for Greenville County, South Carolina, in Plat Book M at page 127 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of Old Grove Road and High Valley Boulevard and running thence along the eastern side of Old Grove Road S. 00-07 W. 87 feet to an iron pin at the joint front corner of Lots 5 and 6; thence with the line of Lot No. 5 S. 89-43 E. 250 feet to an iron pin; thence with the line of Lot No. 9 N. 00-07 E. 58 feet to an iron pin on the southern side of High Valley Boulevard; thence along the southern side of High Valley Boulevard N. 82-25 W. 252.9 feet to the beginning corner.

This being the same property acquired by the Mortgagor by deed dated March 11, 1977, Edith Joy and Abrams, Bowen, Robertson & Tapp to Raja Eckstein and recorded in the R.M.C. Office for Greenville County, South Carolina, March 11, 1977, in Deed Book 1052 at Page 534.

An Order invalidating certain restrictions imposed on this lot, which restrictions are recorded in Deed Book 289 at Page 8, R.M.C. Office for Greenville County, South Carolina; said Order of the Honorable C. Victor Pyle, Jr., Greenville County Court Judge, March 2, 1977, in the case of Edith Joy, et al, vs. James L. Riddle, et al, which appears in Judgment Roll 77-996, Office of the Clerk of Court, Greenville, South Carolina.

William L. Eckstein, M.D., P.A. joins in this mortgage to the extent of its interest in any and all improvements constructed or to be constructed on this property.

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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 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.

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