

STATE OF SOUTH CAROLINA GREENVILLE CO. S.C.

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

DEC 23 1978

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Janos G. Tihanyi

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. Donald Owens and Stella G. Owens

(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 --Nine Thousand Three Hundred Seventy Five and NO/100

Dollars (\$ 9,375.00) due and payable

in four equal annual installments of \$2,343.75 each, plus accrued interest, first payment due and payable December 15, 1979, and on the 15th day of December each succeeding year until paid in full; prepayment in whole or part may be made at any time without penalty,

with interest thereon from date at the rate of 8 1/2% per centum per annum, to be paid: annually

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:

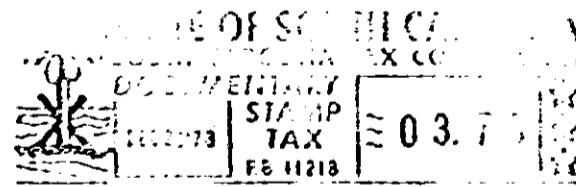
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville being shown as Lot No. 86 on plat of Portion Section I, Mount Vernon Estates, prepared by Piedmont Engineers and Architects, recorded in Plat Book 4X at Pages 13 and 14 in the R.M.C. Office for Greenville County. Reference to said plat hereby pleaded for a more complete description.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances easements and rights-of-way appearing on the property and/or of record.

This being that same property conveyed to mortgagor by deed of W. Donald Owens and Stella G. Owens to be recorded herewith.

Mortgagee Address: 709 W. Poinsett St., Greer, S.C. 29651

GCTO -----3 DE20 78 222



Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

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