

GRANTEES ADDRESS:

RT. 6 Box 205  
PIEDMONT, S.C. 29673

FILED  
S.C.

BOOK 1482 PAGE 802

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GRV }  
OCT 1 2 27 PM '79

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

6088  
TENNERSLEY  
R.M.C.

WHEREAS, GEORGE T. BIRO AND GLORIA J. BIRO

(hereinafter referred to as Mortgagor) is well and truly indebted unto MARY L. MONTGOMERY

(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 Twenty Three Thousand and No/100-----

Dollars (\$ 23,000.00 ) due and payable

in accordance with terms of note of even date herewith

with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid: monthly

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, containing a total of 11.27 acres, and consisting of a 1.27 acre tract designated as Property of Joe W. Kelly and the southeasterly 10 acres of Tract No. 5, all of which is shown on a plat of property of Betty C. Gardner, prepared by T. H. Walker, Jr., Surveyor, recorded in Plat Book 4-S, at Page 48, and being described as follows, as a whole, in accordance with the revision of such plat dated December 22, 1973:

BEGINNING at an iron pin on the northeasterly side of Arden Road, corner of Tract 4 and running thence with the edge of said Arden Road N. 51-54 W., 99.4 feet to an iron pin on said road; thence N. 57-41 W., 126.3 feet to an iron pin on said road; thence N. 60-09 W., 240.6 feet to an iron pin; thence in a new line intersecting tract No. 5 N. 40-53 E., 1,897.8 feet to an iron pin near the westerly edge of a creek; thence in a southeasterly direction to a point in the center line of said creek; thence with the center line of said creek (the traverse line being S. 18-21 W., 109 feet and S. 28-54 E., 132 feet) to an iron pin on the westerly edge of said creek; thence S. 24-52 W., 80 feet to an iron pin; thence along the rear line of tract No. 4 N. 65-13 W., 126 feet to an iron pin; thence continuing along the line of Tract No. 4 S. 24-47 W., 1,379.3 feet to an iron pin; thence still with the line of Tract No. 4 S. 38-37 W., 244.2 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Mary L. Montgomery recorded in the R.M.C. Office for Greenville County on OCTOBER 1, 1979, in Deed Book 1112, Page 708.

This mortgage is junior in lien to that certain mortgage executed in favor of Collateral Investment Company in the amount of \$35,108.58 recorded in the R.M.C. Office for Greenville County on December 20, 1976, in Real Estate Mortgage Book 1385, Page 615.

STATE OF SOUTH CAROLINA  
DOCUMENTARY STAMP  
100.20

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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