

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GREENVILLE COUNTY, S.C.
FILED
4 13 PM '79
DONNIE TANKERSLEY
R.M.C.

WHEREAS, We, FAROUK H. RIZK & HEINZ A. KOCH,

(hereinafter referred to as Mortgagor) is well and truly indebted unto ROY R. PATTERSON

(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 SEVENTEEN THOUSAND AND NO/100

Dollars (\$ 17,000.00) due and payable

on or before five (5) years from date hereof, to be paid at the rate of \$386.80 per month, with each payment applied first to payment of interest and balance to principal, commencing one month from date

with interest thereon from date at the rate of 13% 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 Mortgagee in hand well and truly paid by the Mortgagor 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 Town of Mauldin, containing 7.6 acres, more or less, as shown on a plat entitled "Survey for R. Bruce Maxwell", prepared by Carolina Engineering & Surveying Co., recorded in Plat Book 4E, at page 179, in the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the westerly edge of East Butler Avenue at joint front corner of property of Rowe and running thence with edge of said East Butler Avenue S. 5-29 W. 160 feet to iron pin; thence along line of property of Robert F. Montgomery N. 71-56 W. 1,040 feet to point in or near branch; thence along said branch as follows: N. 20-30 E. 129.8 feet to iron pin; N. 21-37 E. 100 feet, N. 18-18 E. 225 feet, N. 12-35 E. 99 feet to iron pin; thence S. 50-45 E. 1,074.5 feet to point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of the Mortgagee herein of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.

GCTO --- 1 NC20 79 1485

4.0001

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, executors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinafore 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