

of beginning. This being the same property conveyed to the Mortgagors herein by deed of Ben W. Lewis and William J. Wirthlin recorded on Nov. 16, 1979 in the RMC Office for Greenville County in Deed Book 1115, page 822. BOOK 1497 132

ALSO: All that other piece, parcel or tract of land being an undivided 5.9765% of the property described as follows: ALL that piece, parcel or tract of land in the County and State aforesaid, known and designated as the Common Element on a plat entitled "EASTSIDE PROFESSIONAL COURT" made by Dalton & Neves Co., Engrs. dated June 1979 and recorded in the RMC Office for Greenville County in Plat Book 7-0, at page 46 and having according to said plat the following metes and bounds: BEGINNING at an iron pin in the joint corner of this tract and property of Alvin Hood on the Northern side of East North Street Extension (Old Spartanburg Road) about 471.2 feet East of Cunningham Road, and running thence N. 7-20 W. 492 feet to an iron pin; running thence N. 25-50 W. 117.8 feet to an iron pin in the joint corner of this tract and property of Reorganized Church of Jesus Christ of Latter Day Saints; running thence S. 84-04 W. 238 feet to an iron pin in the joint corner of this tract and property of Mahanes; running thence S. 5-38 W. 123.5 feet to iron pin on property line of Simister; running thence S. 11-06 E. 532 feet to iron pin in joint corner of this tract and property of Leathers on the Northern side of East North Street Extension; running thence along the Northern side of East North Street Extension N. 73-56 E. 271.2 feet to point of beginning, LESS, HOWEVER, all those pieces, parcels or lots of land described and set out on above plat as Parcels A, B, C, D-1, D. This property is subject to the right of all owners of Parcels A, B, C, C-1, D, E, on the above mentioned plat to the common use of this area; such use to include rights of ingress, egress, utilities, parking and beautification and said right of common use to extend to said property owners, their lessees, visitors, invitees, patrons, clients, patients, employees and customers, these rights being more fully delineated in the Restrictive Covenants recorded in the RMC Office for Greenville County in Deed Book 1115, page 793 and incorporated herein by reference. Derivation: See Deed recorded Nov. 16, 1979 in Deed Book 1115, page 820.

Together with all and singular rights, members, hereditaments, 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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