

MORTGAGE - INDIVIDUAL FORM - DILLARD & MITCHELL, P.A., GREENVILLE, S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FORM 1500 REV. 3-70

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, IBRAHIM J. ABDIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto Elizabeth F. Wherry, as Successor Trustee for Charles Hardy Wherry, et al. under Trust Indenture made June 30, 1955 by Jack K. Wherry and Elizabeth F. Wherry (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

Thirty Two Thousand and no/100 ----- Dollars (\$32,000.00) due and payable in accordance with the terms of Note of even date incorporated herein by reference,

with interest thereon from date at the rate of 14% per centum per annum, to be paid: on January 2, 1981 and monthly thereafter commencing February 1, 1981.

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 lot of land with all buildings and improvements situate, lying and being at the northeastern corner of the intersection of Cleveland Street with University Ridge in the City of Greenville, Greenville County, South Carolina, being a portion of Lot No. 7 of Map No. 2 of CLEVELAND TERRACE as shown on a Plat thereof recorded in the RMC Office for Greenville County, SC, in Plat Book K, pages 98 and 99, and having according to a more recent Plat of the property of Abraham J. Abdin made by Freeland & Associates, Engineers, dated March 28, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeastern corner of the intersection of Cleveland Street and University Ridge and running thence along the eastern side of the right of way of Cleveland Street N. 11-23 W., 89.2 feet to an iron pin; thence N. 82-00 E., 110.0 feet to an iron pin on the eastern side of a ten foot strip reserved for an alley; thence along the eastern side of said strip S. 11-23 E., 97.5 feet to an iron pin on the northern side of University Ridge; thence along the northern side of University Ridge S. 70-10 W., 3.1 feet to an iron pin; thence continuing along the northern side of University Ridge S. 86-44 W., 107.8 feet to the point of beginning.

This is the same property conveyed to Abraham J. Abdin by deed of Elizabeth F. Wherry, as successor trustee for Charles Hardy Wherry, et al, by trust indenture made June 30, 1955 by Jack K. Wherry and Elizabeth F. Wherry to be recorded simultaneously herewith.

Mortgagees Address: c/o Mr. Knox Wherry
P.O. Box 5025, Sta. B
Greenville, SC 29606

This is a purchase money mortgage.

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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.