

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE CO. S.C.
FILED
MAR 3 9 07 AM '81
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Victor H. Nestberg and Hazel C. Nestberg

(hereinafter referred to as Mortgagor) is well and truly indebted unto Irene Ada Thomas

(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

Fifteen Thousand and no/100ths

Dollars (\$ 15,000.00) due and payable

with interest thereon from even date at the rate of ten (10%) per centum per annum, to be paid: as set forth in said note.

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 and designated on a plat entitled Survey for Victor H. Nestberg, prepared by Carolina Engineering & Surveying Co., dated December 15, 1967, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on the southern side of a common driveway used by the Mortgagor and Mortgagee, said iron pin being S 64-10 W 141.2 feet from the western side of Keith Drive and running thence with the line of other property of the Mortgagee and property now or formerly of Shearer and Kelly S 20-50 E 137.4 feet to an iron pin in the line of property now or formerly of Stover; thence with the line of property now or formerly of Stover S 7-30 E 60.0 feet to an iron pin in the line of property now or formerly of Thomas; thence with the line of property now or formerly of Thomas the following courses and distances: N 87-30 W 120.6 feet to an iron pin; N 54-04 W 97.8 feet to an iron pin; N 26-17 E 81.1 feet to an iron pin on the southern side of said common driveway; thence with the southern side of said driveway the following courses and distances; N 59-19 E 64.3 feet to an iron pin: N 65-02 E 54.1 feet to the point of beginning.

TOGETHER with a non-exclusive easement for ingress and egress, to be used in common with the Mortgagee, her heirs and assigns, over the following described property.

ALL that piece, parcel or strip of land, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated on plat entitled Survey for Victor H. Nestberg, prepared by Carolina Engineering & Surveying Co., dated December 15, 1967, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on the western side of Keith Drive at the joint corner of the property herein described and other property now or formerly of Thomas, and running thence with the line of property now or formerly of Thomas S 64-10 W 141.2 feet to an iron pin in the line of property conveyed to Nestberg; thence with the line of property conveyed to Nestberg the following courses and distances: S 65-02 W 54.1 feet to an iron pin; S 59-19 W 64.3 feet to an iron pin in the line of property now or formerly of Thomas; thence with the line of property now or formerly of Thomas, the following courses and distances: N 27-13 W 18.5 feet to an iron pin; N 50-48 E 22.8 feet to an iron pin; N 64-27 E 213.0 feet to an iron pin; N 39-0 24.0 feet to an iron pin on the southern side of Keith Drive; thence with Keith Drive S 33-02 E 22.3 feet to the point of beginning.

ALSO: An undivided one-half (1/2) interest in and to the following described property:

(Continued on next page)

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, 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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