

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

RECORDED
FEB 1 1 29 PM '83
DONNIE S. TANNERSLEY
R.M.C.

BOOK 1593 PAGE 551

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Irvin Pivonka and L. Jean Pivonka

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joseph D. Waller, Jr., Hilda Waller Tunison, Louise Waller Owens, Lavern Waller Davis and Peggy Waller Reid

(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 Forty Five Thousand and NO/100-----

Dollars (\$ 45,000.00) due and payable

in accordance with terms of note of even date herewith.

with interest thereon from date hereof at the rate of 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:

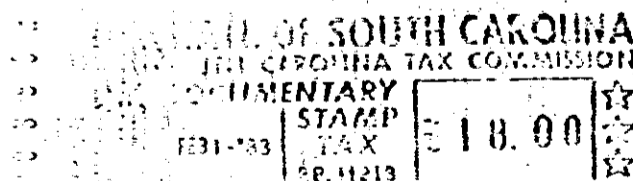
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, in the City of Greenville, being on the South Side of West Earle Street and consisting of the Eastern Portion of Lot 10 and the Western portion of Lot 11 of Section D as shown on a plat made by J. E. Serrine, May 21, 1909 and recorded in the R.M.C. Office for Greenville County in Plat Book A at pages 337-342, said Lot of land having a frontage on West Earle Street of 60 feet and a depth of 200 feet.

This is the same property conveyed to the mortgagor by deed of Joseph D. Waller and Hilda Waller Tunison recorded in the R.M.C. Office for Greenville County in Deed Book 1181, Page 718 to be recorded simultaneously herewith.

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.



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.

4328-RV-21