

GREENVILLE 1103 South Glenstone, Springfield, Missouri 65804

COUNTY OF GREENVILLE OCT 17 4 44 PM '03 MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Cheryl G. Berman

(hereinafter referred to as Mortgagor) is well and truly indebted unto Evelyn R. Silver, Karen Lynn Mills and Leslie E. Mills, III (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 One Hundred Fifty Five Thousand and No/100----- Dollars (\$ 155,000.00) due and payable

according to terms of promissory note executed of even date herewith,
with interest thereon from date at the rate of 10% per centum per annum, to be paid:

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 piece, parcel or lot of land with all buildings and improvements situate, lying and being on the southern side of Wade Hampton Boulevard (U. S. Highway 29) in Greenville County, South Carolina, being portions of Lots Nos. 209 and 210 on a plat of the property of Robert J. Edwards, recorded in the RMC Office for Greenville County, S. C. in Plat Book EE, at Page 61, and being shown as all of Lot B on a survey for The Middleton Group, made by Piedmont Engineers, Architects and Planners, dated November 26, 1975, recorded in the RMC Office for said County and State in Deed Book 5-0, at Page 14, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Wade Hampton Boulevard, said iron pin being located 289.6 feet southwest of the intersection of Wade Hampton Boulevard with East Lee Road, and running thence along the property now or formerly owned by Latimer, S. 47-00 E. 131 feet to an iron pin; thence along the line of Lot A, S. 43-00 W. 80 feet to an iron pin on a twenty-four (24') foot easement; thence along the northeastern side of a twenty-four (24') foot easement, N. 47-00 W. 131 feet to an iron pin on Wade Hampton Boulevard; thence along the eastern side of the right-of-way of Wade Hampton Boulevard, N. 43-00 E. 80 feet to the point of beginning.

ALSO: Two (2) certain easements being more fully described as follows:

(1) A certain easement of ingress, egress and regress by foot or vehicular traffic over a twenty-four (24') foot strip of property running from Wade Hampton Boulevard in an easterly direction, parallel and tangent to the southernmost boundary line of Lot B above described for a distance of 131 feet, which easement is perpetual and non-exclusive and is more fully described in a deed from The Middleton Group, A General Partnership to Leslie E. Mills, Jr. and Evelyn R. Mills, by deed recorded on December 4, 1975 in the RMC Office for Greenville County, S. C. in Deed Book 1028, at Page 98, reference to which is hereby craved for a more complete description thereof.

(2) ALSO, an easement for overflow parking of ten (10) automobile spaces on property shown and designated as Lot A on a plat of the property of The Middleton Group, dated April 17, 1975, recorded in the RMC Office for Greenville County, S. C. in Plat Book 5-J, at Page 37, which property, the subject of said easement is located east of Lot B and the twenty-four (24') foot ingress and egress easement hereinabove described. This easement is perpetual and for the

(SEE ADDENDUM ATTACHED HERETO)
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.

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.

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