

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Mortgagee's mailing address:
Post Office Box 1053
Tryon, North Carolina 28782
MORTGAGE OF REAL ESTATE

GREENVILLE S.C. TO ALL WHOM THESE PRESENTS MAY CONCERN
1033 10389

WHEREAS, JOHN MATTHEW, SILEY
(hereinafter referred to as Mortgagor) is well and truly indebted unto KITTY J. ERIKSEN

(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 SEVEN THOUSAND FIVE HUNDRED AND NO/100----- Dollars (\$7,500.00) due and payable in seven (7) equal annual installments of \$1,643.39 commencing on November 22, 1984, and annually thereafter, each such payment to be applied first to accrued interest and the remainder to principal, with the balance of principal and interest to become due and payable on or before November 1, 1990.

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 accounts 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, Glassy Mountain Township, All those lots of land situated on the southern side of West Lake Shore Drive, being shown as Lot 3 and Lot 4 on a plat of the property of Julian Calhoun dated October 3, 1959, prepared by J.Q. Bruce, recorded in Plat Book 00 at Page 424 in the RMC Office for Greenville County and also being shown on a plat of the property entitled "Kitty J. Eriksen, Glassy Mtn. Twp., Greenville Co., S.C.", dated June 29, 1983, prepared by Sam T. Marlowe & Associates, Registered Land Surveyor, recorded in Plat Book 10-F at Page 5 in the RMC Office for Greenville County and having according to said latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of West Lake Shore Drive, said beginning point being the same as the beginning point in that certain deed from J.R. Anthony, Jr. and Mern P. Anthony, to Kitty J. Eriksen, dated June 11, 1982, recorded in Volume 1168 at Page 727 in the RMC Office for Greenville County, and running thence with West Lake Shore Drive North 77 degrees 28 minutes 48 seconds East 60.50 feet to an existing iron rod; thence South 25 degrees 30 minutes East 47.44 feet to an existing iron pin at or near the water line for Lake Lanier; thence North 85 degrees 30 minutes 50 seconds West 72.75 feet to an iron pin in the line of Lot 2; thence with the line of Lot 2 North 16 degrees 09 minutes 17 seconds West 25 feet to the point of BEGINNING.

TOGETHER with an easement for a deck, porch and house extending over the water of Lake Lanier, as shown on the plat of the Property of J.R. Anthony, Jr. and Mern P. Anthony, dated April 14, 1979, prepared by Freeland and Associates, recorded in Plat Book 7-E at Page 44 in the RMC Office for Greenville County, and as referenced in Deed Book 1104 at Page 553 and in Deed Book 101 at Page 817 in the RMC Office for Greenville County.

This conveyance is subject to any and all restrictions, easements, rights of way, or zoning ordinances that may appear of record or on the premises.

This is the same property conveyed to mortgagor by deed of mortgage recorded December 2, 1983, in Deed Book 1201 at page 766, R.M.C. Office for Greenville County.

25565 A.L. by
Notary DEN
John Matthew

Together with all and singular rights, members, heritaments, 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