

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

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COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAY 3 3 20 PM '84

WHEREAS, Jeffrey N. Brinker and Joyce W. Brinck  
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Paul D. and Mary P. Weathers

(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 Five Hundred and no/100-----  
-----Dollars (\$ 15,500.00 ) due and payable

due and payable according to the terms of a note executed of even date herewith and incorporated herein by reference

with interest thereon from May 1, 1984 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 Greenville,

ALL that certain piece, parcel or tract of land in the State of South Carolina, County of Greenville, near Travelers Rest, being shown as 1.86 acres on plat entitled "Property of Richard K. Wagner and Vickie C. Wagner", prepared by W. R. Williams, Jr., Surveyor, recorded in the RMC Office for Greenville County in Plat Book 7-M, Page 18, and having, according to said plat, the following metes and bounds, to-wit:

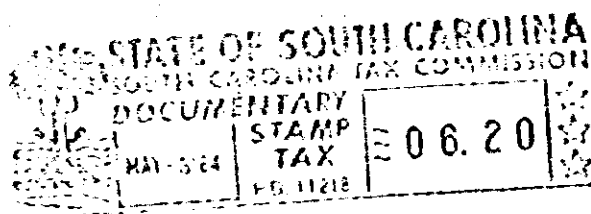
BEGINNING at an iron pin on the southern side of Westridge Court, thence S. 33-24 W., 398 feet to an iron pin; thence N. 43-22 W., 317 feet to an iron pin; thence N. 59-31 E., 273 feet to an iron pin; thence S. 60-49 E., 50 feet to an iron pin; thence N. 54-04 E., 57.6 feet to an iron pin; thence S. 67-45 E., 119.9 feet to an iron pin being the point of beginning.

THIS is a portion of that property conveyed to the Mortgagors by Deed of Richard K. Wagner, et al., dated April 30, 1984 and recorded in the RMC Office for Greenville County in Deed Book 1211, Page 847 on May 2, 1984.

RESTRICTIONS:

1. Dwelling must be set-back a minimum of 35 feet from edge of Street. (This amounts to 60 feet from centerline of Street.)
2. Only one single family residence allowed on this tract. Minimum house size 1,400 square feet living area.
3. Single wide mobile home not allowed. Double wide allowed on permanent brick or block foundation, 24 in. min. ground clearance at lowest point required. Minimum double wide trailer size 24 feet x 55 feet.
4. Temporary single wide mobile home allowed during construction of house. This mobile home can only be set-up after foundation for permanent house is constructed. A maximum of one year is allowed for the temporary mobile home.

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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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