

187 Willowick Apts.
25 Pelham Rd.
Greenville, S.C.
29615

MORTGAGE OF REAL ESTATE

VOL 1671 PAGE 834

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE
JUL 9 10 39 AM '84
DONNIE S. LANEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Edward M. Nabers and Judy B. Nabers

(hereinafter referred to as Mortgagor) is well and truly indebted unto Eunice R. Stuart

(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 **Thirty-eight thousand four hundred ninety-four dollars and seventy-four cents.** Dollars (\$38,494.74) due and payable

with interest thereon from **date** at the rate of **eleven** per centum per annum, to be paid: **according to 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.**

Greenville, Greenville Township, near Augusta Road on East Tallulah Drive and being known and designated as Lot #115 on property of the Estate of D. T. Smith, and being shown on a plat of the same recorded in the Office of the RMC for Greenville County, South Carolina, in Plat Book H at Page 279, and described by courses and distances as follows, to-wit:

BEGINNING at a point on East Tallulah Drive 100 feet Northeastward from Smith Street and running thence N. 25-20 W. 244.2 feet to an iron pin; thence N. 65-26 E. 100 feet to an iron pin; thence S. 25-20 E. 244.2 feet to East Tallulah Drive; thence along East Tallulah Drive S. 64-40 W. 100 feet to the beginning corner.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of Eunice R. Stuart dated October 8, 1981, and thereafter filed on October 9, 1981 in the RMC Office for Greenville County in Deed Book 1156 at Page 521.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
JUL 9 1984
\$ 11.55
FD 11218

4003
1A01

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.