

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN A. MESSER, III

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Victor P. Snow and Suzanne Snow
1741 Caldwell Mill Road
Birmingham, Ala. 35243

(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 SIXTY-NINE THOUSAND AND NO/100 (\$69,000.00) -----

Dollars (\$ 69,000.00) due and payable

in equal monthly payments of \$709.74 to be paid on the 15th day of each month beginning October 15, 1984. Balance of principal to be due in full September 15, 1991

with interest thereon from September 8, 1984 the rate of twelve 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:

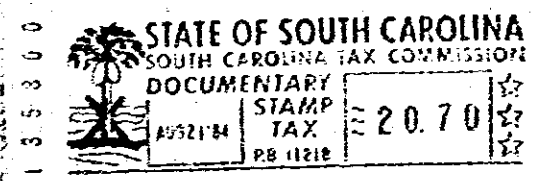
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 on the western side of Hermitage Road shown as Lot 134 on a plat of Lake Forest, Section III, recorded in the RMC Office for Greenville County in Plat Book GG at page 77, and being further described according to said plat as follows:

BEGINNING at an iron pin on the southwestern side of Hermitage Road at the joint front corner of Lots 134 and 135 and running thence along the line of Lot 135, S. 45-07 W. 200 feet to an iron pin; thence N. 44-53 W. 112 feet to an iron pin at the corner of Lot 133; thence along the line of Lot 133, N. 45-07 E. 200 feet to an iron pin on the southwestern side of Hermitage Road; thence along Hermitage Road, S. 44-53 E. 112 feet to the point of beginning.

This conveyance is subject to rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground, affecting said property.

This being the same property conveyed to Mortgagor by deed of Victor P. Snow and Suzanne Snow to be executed and recorded of even date herewith.



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.

RECEIVED

1984-11-21