

Foster & Mitchell, Attorneys at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Cynthia A. Shasteen and Sam S. Shasteen

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

(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 -----Nineteen Thousand Five Hundred and No/100-----

----- Dollars (\$ 19,500.00) due and payable in monthly installments of Two Hundred Eighty and No/100 (\$280.00) Dollars, commencing on or before the 1st day of October, 1984, and on the 1st day of each and every month thereafter until paid in full, payments to be applied first to interest and balance to principal; prepayment of part or all of the principal may be made without penalty- with interest thereon from date at the rate of 15% 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:

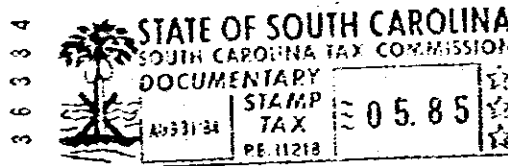
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in Chick Springs Township, being known and designated as all of Lot No. 96, and one-half of Lot No. 97 on Rutherford Road as shown on plat of Subdivision of Piedmont Estates made by Dalton & Neves, Engineers, December, 1944, and recorded in the RMC Office for Greenville County in Plat Book "M", at Page 123, and having the following metes and bounds, to-wit:

Beginning at an iron pin on Rutherford Road at joint front corner of Lots 95 and 96 and running thence along Rutherford Road, N. 32-12 W. 92.4 feet to an iron pin; running thence through Lot No. 97, this being a new line, S. 73-48 W. approximately 178 feet to an iron pin on a 20-foot alley; thence running along said alley, S. 16-12 E. 90 feet to an iron pin at the joint rear corner of Lots 96 and 95; running thence along the joint line of said lots, N. 73-48 E., 195 feet to an iron pin on Rutherford Road, the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Lois Carolyn Chandler dated August 31, 1984, and recorded in the RMC Office for Greenville County, South Carolina, simultaneously herewith.

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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.

RETTB

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