

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, Richard J. Liburdy and Tina L. Liburdy

(hereinafter referred to as Mortgagor) is well and truly indebted unto Nayan R. Desai and Geera N. Desai

(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-six Thousand Nine Hundred Fifty and no/100-----

Dollars (\$ 36,950.00) due and payable

ACCORDING TO TERMS SET OUT IN SAID NOTE

with interest thereon from 11/15/84 at the rate of 13.0% 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, Town of Mauldin, being known and designated as Lot No. 8 on a plat entitled "Property of J. W. Whitt, Mauldin, SC," by C.O. Riddle, RLS, dated April, 1957, recorded in the RMC Office for Greenville County in Plat Book WW at Pages 74 and 75 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Pleasant Drive at the joint front corner of Lots No. 7 and 8, said point being N. 60-15 E. 560.5 feet from the south-eastern corner of the intersection of Murray Drive and Pleasant Drive, and running thence S. 29-45 E. 130 feet to an iron pin; thence N. 60-15 E. 80 feet to an iron pin; thence N. 29-45 W. 130 feet to an iron pin on the southern side of Pleasant Drive; thence along said Drive, S. 60-15 W. 80 feet to the point of beginning.

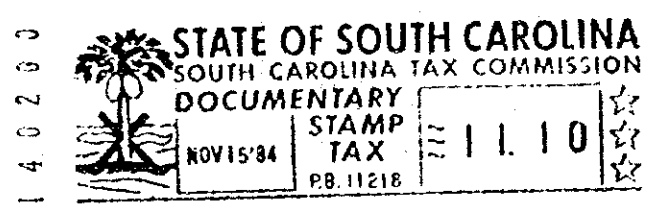
This being the same property conveyed to mortgagors by deed of Nayan R. Desai and Geera N. Desai dated November 15, 1984, and recorded simultaneously herewith.

This mortgage and its companion note shall become immediately due and payable upon the sale of the property, which is the security for this mortgage.

If Mortgagees have not received the full amount of any monthly payment by the end of ten (10) calendar days after the date it is due, Mortgagors will pay a late charge to the Mortgagees. The amount of the late charge will be Five (5%) percent of the overdue payment of principal and interest.

Mortgagors will provide the Mortgagees with proof of timely payment of property taxes and insurance on the above-described property within thirty (30) days of such payments.

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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 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.