

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville }MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Samuel E. Hart, Jr., and Laura Emily Hart and Brian Keith Hart, by their duly appointed Guardian Ad Litem, Edward W. Miller, Jr. (hereinafter referred to as Mortgagor) is well and truly indebted unto The Bank of Travelers Rest Post Office Box 485, Travelers Rest, SC 29690

(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 Thirteen Thousand, Five Hundred and No/100---- Dollars (\$ 13,500.00) due and payable

Due and payable in 60 equal monthly installments of \$314.21 each beginning 12/1/84 and continuing until paid in full,

with interest thereon from _____ date _____ 14% _____ monthly at the rate of _____ per centum per annum, to be paid:

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:

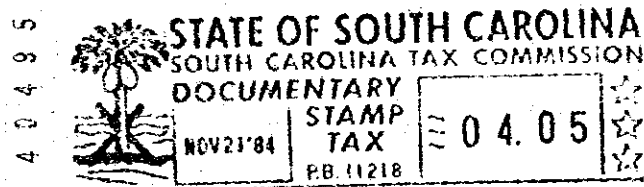
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of _____

All that piece, parcel or lot of land situate, lying, and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 5 of property of Brown Enterprises of S.C., Inc., and, according to a plat prepared of said property by R. B. Bruce, Reg. Surveyor, May 4, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4R at Page 24, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Bates Road, joint front corner of Lots Nos. 4 and 5 and running thence with the common line of said lots, S. 83-38 W. 227.4 feet to a point; thence N. 13-02 W. 103 feet to a point; thence N. 84-13 E. 235 feet to a point on the edge of Bates Road; thence, running with said Road, S. 8-52 E. 100 feet to a point on the edge of said Road, the point of beginning.

This being the same property conveyed to the mortgagors as follows: Samuel E. Hart, Jr., Laura Emily Hart, and Brian Keith Hart were the heirs at law of Sandra J. Bayne Hart who died intestate in September of 1983 as will appear in the records of the Probate Court for Greenville County, South Carolina, in file 83ES2300309.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagors shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any reason whatever.



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.

4328-RV-21