

MORTGAGE OF REAL ESTATE -

GREENVILLE CO. S. C.

BOOK 1451 PAGE 42

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Nov 22 3 12 PM 1979 MORTGAGE OF REAL ESTATE

TO HAVE AND TO HOLD TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J. Eric Kindberg

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

B. P. Edwards, Inc.

(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

Nine Thousand and no/100 ----- Dollars (\$9,000.00) due and payable in ten (10) equal annual installments for principal of \$900.00 each, with interest at 9% on the outstanding balance payable annually. First payment of principal and interest due November 22, 1979.

with interest thereon from date at the rate of 9% per centum per annum, to be paid: as stated above

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:

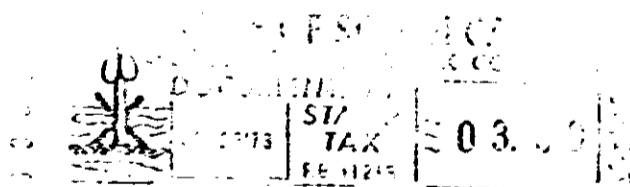
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 Northeast side of Cabot Court as shown on plat of the Annie D. Smith property, recorded in Plat Book T, Page 482, and having the following metes and bounds, to-wit:

BEGINNING at iron pin on the Northeast side of a thirty foot street, now known as Cabot Court, at the Northeast corner of the intersection of Cabot Court and a fifteen foot alley and running thence along the Northern side of said fifteen foot alley N. 69-49 E. 134.2 feet to an iron pin; thence N. 24-45 W. 54.7 feet to iron pin; thence S. 75-38 W. 131.4 feet to an iron pin on the Northeast side of Cabot Court; thence along the Northeast side of Cabot Court S. 20-11 E. 67.65 feet to the point of beginning.

DERIVATION: See deed of Ray Williams to L. E. Rish recorded November 8, 1964 in the R. M. C. Office for Greenville County in book 761 at page 240.

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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.

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