

REAL ESTATE MORTGAGE

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STATE OF SOUTH CAROLINA )  
 COUNTY OF Greenville )

FILED  
 GREENVILLE CO. S. C.  
 SEP 15 1 20 PM '81  
 DONN... BANKERSLEY  
 R.M.C.

MORTGAGOR(S)/BORROWER(S)

Thomas E. Smith  
 Rt. 4, Box 664  
 Travelers Rest, South Carolina

MORTGAGEE/LENDER

Sunamerica Financial Corporation  
 33 Villa Road, Suite 201  
 Greenville, South Carolina 29607

Account Number(s) 40392-3

Amount Financed \$22199.38 Total Note \$48,000.00

KNOW ALL MEN BY THESE PRESENTS, that the said Borrower, in consideration of the debt referred to by the account number(s) and amount financed above, and of the sum of money advanced thereunder, which indebtedness is evidenced by Borrower's note bearing the date 14th day of September, 1981, providing for installment payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 21st day of September, 1991; and in the further consideration of (1) all existing indebtedness of Borrower to Lender (including, but not limited to, the above-described advances), evidenced by promissory notes and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than fifteen per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

All that certain piece, parcel or tract of land in the State of South Carolina, County of Greenville, on Pinecrest Drive near Travelers Rest, being shown as 1.75 acres on plat entitled "Property of Thomas E. Smith" prepared by W. R. Williams, Jr. Surveyor on June 22, 1977 and having according to said plat, the following metes and bounds, to wit:

BEGINNING at a nail-in-cap in the centerline of Pinecrest Drive; thence N.68-21 W., 301.3 feet to an iron pin at the edge of Hillhouse Creek (the centerline of the creek being the line); thence N. 78-49 E., 99.9 feet to an iron pin; thence N. 51-43 E., 170.7 feet to an iron pin; thence S.88-59 E., 94.7 feet to an iron pin; thence N. 52-27 E., 152.9 feet to an iron pin; thence N. 53-15 E., 101.9 feet to a nail-in-cap in the centerline of Evins Rd.; thence along Evins Rd. S. 17-10 E., 124.3 feet to a nail-in-cap at the centerline of Pinecrest Drive; thence along Pinecrest S. 51-49 W., 131.4 feet to a nail-in-cap; thence S. 48-58 W. 101.8 feet to a nail-in-cap; thence S. 43-26 W., 100 feet to a nail-in-cap; thence S. 37-08 W., 61.9 feet to a nail-in-cap being the point of beginning.

Borrower's Address: Route 4, Box 664, Travelers Rest, South Carolina

together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, water stock and all fixtures now or hereafter attached to the property, all of which, including replacements or additions thereto, shall be deemed to be and remain a part of the property covered by this mortgage; and all of the foregoing, together with said property (or the leasehold estate if the mortgage is on a leasehold), are referred to as the "property". DERIVATION: Title passed from \_\_\_\_\_

David Pavluk and Sonia Pavluk

to the Borrower by deed dated September 9, 1980, recorded September 10, 1980, in the Office of the Clerk of Court for Greenville County in deed book 1132 at page 969.

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), that he has good, right and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (if none, so state.)

Miles Homes Division of Insilco Corporation assigned to Miles Finance Company

2870

4328 RV-2