MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA

GREENVILLED

L. MORTGAGE OF REAL ESTATE MAY 5 10 00 AH 183 ALL WHOM THESE PRESENTS MAY CONCERN: GREENVILLE DONNIE & LANGLESLEY

I, Charlotte F. Sharp WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Wilma Alice Spivak, Individually and as Executrix of the Estate of Charlie Spivak, 3900 East North Street, Greenville,

S. C. 29615 (The Landing Apartments) (hereinalter 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 --

Dollars (\$ 30,000.00) due and payable Thirty Thousand and No/100-----

in accordance with the terms of said promissory note;

with interest thereon from

date

at the rate of twelve

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:

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ALL that Piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 55 on a plat of the property of MOUNTAIN LAKE COLONIES drawn by W. D. Neves, C. E., said map being recorded in the R.M.C. Office for Greenville County in Plat Book "D", pages 236 and 237, said plat representing a subdivision of Tract Number One, as described in a deed from Southeastern Life Insruance Company to Mountain Lake Colonies, which deed is dated December 22, 1924, and recorded in the R.M.C. Office for Greenville County on January 2, 1925, in Book 100, at page 372.

The above property is not owned in fee simple by the mortgagor but rather under an Assignment of a Bond for Title from the mortgagee. See Assignment dated May 2, 1983, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1187 at page 687

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.

1-4 The Mottgagor covenants that it is lawfully seized of the premises heireinabove 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.