

MORTGAGEE'S ADDRESS: 702 BROWN AVE -
BELTON, S.C. 29627

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
NOV 10 1983
R.M.C.

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

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WHEREAS, J. G. TIHANYI

(hereinafter referred to as Mortgagor) is well and truly indebted unto Henry G. Hester

(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 Sixty Two Thousand Five Hundred and No/100

Dollars (\$ 62,500.00) due and payable

according to the terms of the Note of even date executed simultaneously herewith

The Mortgagee agrees to the release of property upon the payment of principal as follows: 1259 Overbrook - \$17,500.00; 1261 Overbrook - \$17,500.00;
1263 Overbrook - \$17,500.00; Vacant lots 26, 27A, 27, 28A - \$17,500.00

with interest thereon from date at the rate of 12% 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:

ALL that certain piece, parcels and lots of land situate, lying and being in the State of South Carolina, County of Greenville being known and designated as Lots Nos. 20 and 21 and part of Lots 26, 27A, 27 and 28A on a plat of property of Annie Griffin, et al., recorded in the RMC Office of Greenville County in Plat Book R at page 69 and also a portion of Lot 8 on a plat of M.J. Howell property recorded in Plat Book C at Page 155 and being more fully shown on a current survey for J. G. Tihanyi dated November 16, 1983 prepared by James R. Freeland, RLS and having according to the more recent survey the following metes and bounds, to wit:

BEGINNING at an iron pin on the Western side of Overbrook Court at the joint front corner of lots nos. 19 and 20 and running thence with the Western side of Overbrook Court S14-02 W 116.0 feet to an iron pin; thence continuing with the Western side of Overbrook Court S11-11 W 74.3 feet to an iron pin at the corner of a lot identified on the tax lot book as sheet 39.5-6-5 and running thence with the line of said property N80-21 W 133.3 feet to an iron pin to the corner of a lot identified on sheet 39.5-6-7; running thence with the line of said lot N02-37 W 72.5 feet to an iron pin at the corner of lot 26; running thence with a line of lot 26 N81-39 W 50.0 feet to an iron pin on the Eastern side of Terrace Drive; running thence with the Eastern side of Terrace Drive N35-21 W 61.7 feet to an iron pin; thence continuing with the Eastern side of Terrace Drive N31-45 W 84.3 feet to an iron pin on the Southern side of East North Street running thence with a Southern side of East North Street N73-28 E 85.1 feet to an iron pin; thence continuing with the Southern side of East North Street N71-02 E 99.8 feet to an iron pin at the corner of lot 19; running thence with a line of lot 19 S14-04 W 61.1 feet to an iron pin; running thence along the Southern line of lot 19 S76-09 E. 150 feet.

ALSO, ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known as a portion of lot no. 28A as shown on plat of property of Annie Griffin, et al., said plat being recorded in the RMC Office for Greenville County in Plat Book R at page 69 and being located on the Northern side of East North Street. Said lot is located South of lot 28 and has a joint line with lot 28 of approximately 70 feet and said property is all of lot 28 located on the Northern side of East North Street. East North Street now splits said lot 28A.

This is the identical property conveyed to the Mortgagor herein by Henry G. Hester by Deed of even date to be recorded simultaneously herewith.

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 Mortgagee 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.