

MORTGAGE OF REAL ESTATE -

Foster & Mitchell, Attorneys at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE, S.C.  
FEB 2 2 15 1984  
JUNNET B. W. W. SLEASLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

VL 1048 PAGE 529

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Lowell W. & Helen L. Pirkle

(hereinafter referred to as Mortgagor) is well and truly indebted unto International Fidelity Insurance Co.  
24 Commerce St., Newark, NJ, 07102

(hereinafter referred to as Mortgagee) as evidenced by the ~~Mortgage~~ <sup>Agreement</sup> of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twenty Five Thousand

Dollars (\$ 25,000.00 ) due and payable

as follows:

- 1) \$3000.00 payable upon demand if and only if Lonnie Dean Pirkle fails to appear as required by law in case #IB-55157 pending in Benson Justice Court in Tucson, Arizona; and \* (see below)

~~with interest thereon from~~ ~~the date hereof~~ ~~to the date of payment~~

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 ~~note~~ <sup>Agreement</sup> 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, and described more fully as follows:

All that lot of land located on the Northeast side of Berry Road, about one mile South of Taylors containing 16.40 acres, less 0.45 acre, more or less, conveyed to Jerry Schall, et al, on 10/26/83 in Deed Book 1199 at Page 236 in the RMC office for Greenville County; also being shown on a survey entitled "Property of Bertie Pirkle" dated May 10, 1977 by Carolina Surveying Co. and recorded in PB-6-E, Page 8 in the RMC office for Greenville County, said tract has metes and bounds as shown therein, and is designated as Tax Map No. T34-1-10.4

This being a portion of that property conveyed to Grantor herein by deed of C.O. Berry dated Dec. 7, 1945 and recorded Jan. 7, 1946 in Volume 285 at Page 108, RMC office for Greenville County and inherited by Bertie Pirkle from the estate of E.D. Pirkle, Apt. 1419, file 16, Probate Court for Greenville County.

This Mortgage shall be declared null and void if and when Lonnie Dean Pirkle appears as required by law, regardless of the number of appearances required, in both of the above described pending cases until final disposition is made of both.

The failure of Lonnie Dean Pirkle to appear as often as required by law in both of the above-referenced pending cases shall be considered a default under the terms of this Mortgage and Agreement. The Mortgagor reserves the right to proceed under Subsection (6) of this Mortgage to foreclose upon same and resort to any legal remedy to enforce the terms of the Agreement and of the Mortgage.

- \* 2) \$22,000.00 payable upon demand if and only if Lonnie Dean Pirkle fails to appear as required by law in case #IK-3093 pending in Tucson, Arizona.

REC-2 FEB 02 84 365

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
FEB-284 TAX \$ 10.00

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.  
\*See Attached Sheet

4.00CI