

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
AUG 1 1984

10 COLUMBIA RD.
GREENVILLE, S.C. 29615
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

VOL 1679 PAGE 879

WHEREAS, Joseph Donohue and Sandra Morgan

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert W. Deibler and Margaret L. Deibler

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory ^{notes} of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twenty-one Thousand and no/100ths

Dollars (\$ 21,000.00) due and payable

Five Thousand (\$5,000.00) Dollars, without interest, on or before September 1, 1985 and in the event of default, with interest accruing thereon at the rate of twelve (12.0%) percent per annum until paid in full and with the other note for Sixteen Thousand (\$16,000.00) Dollars

with interest thereon from date at the rate of twelve per centum per annum, to be paid on or before Aug. 1, 1994.

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 accounts 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, in the City of Greenville, on the southern side of Chick Springs Road, being shown and designated as Lot No. 1 and as the major portion of Lot No. 2 on a plat of a survey for Frank Towers Rice prepared by Alex A. Moss, Reg. C. E. & L. S. No. 1194, dated October 30, 1982, having, according to said plat, the following metes and bounds, to wit:

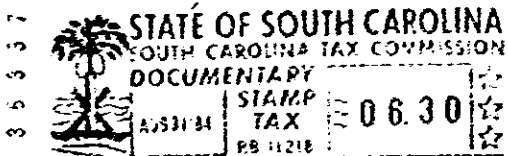
BEGINNING at a railroad spike on the southern side of Chick Springs Road at the joint corner of Lots 1 and 2 as shown on said plat, and running thence along the southern side of Chick Springs Road S. 38-37 E. 60 feet to an iron pin; thence S. 51-23 W. 97.9 feet to an iron pin; thence N. 74-05 W. 58.6 feet to an iron pin; thence N. 2-30 E. 60 feet to a point; thence N. 14-03 W. 165.7 feet to an iron pin on the southern side of Chick Springs Road; thence S. 50-51 E. 111.8 feet along the southern edge of Chick Springs Road to an iron pin; thence S. 38-37 E. 73.9 feet to a point on the southern edge of Chick Springs Road, the point of beginning.

This property is conveyed subject to easements, conditions, covenants, restrictions, and rights-of-way which are of matter of record and/or actually existing on the ground affecting the subject property.

ALSO included is the non-exclusive right to the use of a joint driveway serving this property and adjoining properties as well as a sewer easement for one four inch sewer line located on the adjoining property. Said easement is recorded in Deed Book 1102 at page 873, RVC Office for Greenville County, South Carolina.

This is the same property conveyed to the Mortgagors herein by deed of Robert W. Deibler and Margaret L. Deibler of even date to be recorded herewith in the RVC Office for Greenville County, South Carolina, reference to which deed and the aforesaid plat is hereby specifically made for a more detailed description of the property covered hereby.

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Together with all and singular rights, members, heritaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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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