

Mortgagee's Address: 224 Devonwood Drive, Taylors, S.C. 29687

MORTGAGE OF REAL ESTATE BY A CORPORATION—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law,

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

Sep 14 11 24 AM '84

WHEREAS, Bernadette M. Mileski, Inc.

DONNIE G. WEAVER

a corporation chartered under the laws of the State of South Carolina R.H.C.
(hereinafter referred to as Mortgagor) is well and truly indebted unto Nellie G. Harvey

(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

Eighteen Thousand Three Hundred Twenty----- Dollars (\$ 18,320.00) due and payable

in equal monthly installments commencing October 13, 1984, and continuing on the same day of each and every month thereafter until October 13, 1999, at which time the remaining principal balance and any interest accrued thereon shall be paid in full; said payments to be applied first to interest and the balance to principal with interest thereon from September 13, 1984 the rate of twelve (12%) per centum per annum, to be paid: monthly until paid in full; all interest not paid when due to bear interest at the same rate as principal

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, the Mortgagee's heirs, 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, being shown and designated as Lot No. 2 on Plat entitled "Property of Nellie G. Harvey" as recorded in Plat Book 7-R at Page 64, in the RMC Office for Greenville County, S.C. and having, according to said plat, the following metes and bounds, to-wit:

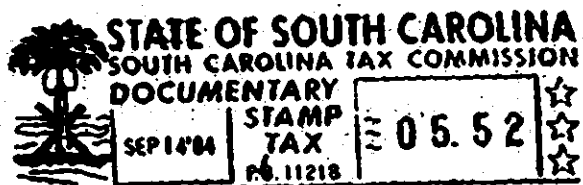
BEGINNING at an iron pin on the northwestern side of Sunrise Drive, said pin being 140 feet from the intersection of Murray Drive and Sunrise Drive, running thence N. 25-56 W. 101.1 feet to an iron pin; thence N. 60-15 E. 105.3 feet to an iron pin; thence S. 24-07 E. 103.5 feet to an iron pin; thence S. 61-21 W. 101.8 feet to an iron pin, the point of beginning.

The above described property is the same property conveyed to the Mortgagor herein by deed of the Mortgagee of even date herewith and recorded in the RMC Office for Greenville County, South Carolina.

The above described mortgage is subject and subordinate to that certain Mortgage of Real Estate given by Nellie G. Harvey to Charter Mortgage Company, dated October 12, 1979 and recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1489 Page 339 which has a present balance due of \$19,169.53, which Mortgage has been assumed by the Mortgagor herein.

If all or any part of the property or an interest therein is sold or transferred by the Mortgagor excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, or (b) the grant of any leasehold interest for a term not exceeding the term of this Mortgage, the Mortgagee may, at the Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. The Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, the Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as the Mortgagee shall request. If the Mortgagee waived the option to accelerate and if the Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by the Mortgagee, the Mortgagee shall release the Mortgagor from all obligations under this Mortgage and the Note.

2 SEP 14 84 1420



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 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.