

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Johann U. Gabathuler and
Margarita Gabathuler

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, Greenville, S. C., (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 Twenty-three Thousand Five Hundred and 00/100 ----- DOLLARS (\$ 23,500.00 -----), with interest thereon as provided in said promissory note, said principal and interest to be paid as therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable,

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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 46 on plat entitled Gray Fox Run, dated March 4, 1976, prepared by C. O. Riddle, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 5P, at Page 16 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Gray Fox Square at the joint front corner of the premises herein described and Lot No. 75 and running thence with the line of Lot No. 75 S. 87-24 E. 180.8 feet to an iron pin in the line of property now or formerly of F. A. Davis, Jr. at the joint rear corner of Lots Nos. 46 and 75; thence with the line of property now or formerly of F. A. Davis, Jr., S. 14-09 E. 125.6 feet to an iron pin at the joint rear corner of Lots Nos. 45 and 46; thence with the line of Lot No. 45 N. 89-53 E. 128.6 feet to an iron pin on the eastern side of the culdesac for Gray Fox Court; thence with the eastern side of the culdesac for Gray Fox Court the following courses and distances: N. 24-54 W. 39.7 feet to an iron pin; N. 71-45 W. 39.7 feet to an iron pin; N. 73-16 W. 36.1 feet to an iron pin; N. 12-14 W. 37.7 feet to an iron pin on the eastern side of Gray Fox Square; thence with the eastern side of Gray Fox Square N. 22-20 E. 37.5 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Balentine Brothers Builders, dated March 8, 1978, and recorded in the Office of the RMC for Greenville County, S. C. in Deed Book 1075, at Page 9 on March 9, 1978.

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