M. Eliving Co. S.

STATE OF SOUTH CAROLINA COUNTY OF Greenville

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

WHEREAS, Norbert O. Preston and Dorothy Preston

(hereinafter referred to as Mortgagor) is well and truly indebted unto WERBER CO., INC.

III Naw Street Ensley S.C. 29640

(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 Pive Thousand and No/100-----

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----- Dollars (\$ 5,000.00) due and payable

Reference is hereby made to note of even date which terms are incorporated herein by reference.

with interest thereon from

at the rate of

per centum per annum, to be paid:

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, being shown and designated as Lot No. 9, Shawn Drive, on a plat entitled property of Rustic Estates, dated April 16, 1974, and recorded in the RMC Office for Greenville County, S. C., in plat Book 4-R at page 71, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Shawn Drive, at the intersection of Lot Nos. 8 & 9, and running thence along Shawn Drive, N. 50-00 W. 100 feet to a point; thence N. 39-59 E. 160 feet to a point; thence S. 50-00 E. 100 feet to a point; thence S. 39-58 W. 160 feet to the point of Beginning.

This being the same property conveyed to the Mortgagors by Deed of the Werber Co., Inc., of even date to be recorded herewith:

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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 littures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures upon or the parties hereto that all fixtures 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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