FILED CO.S.C.

STATE OF SOUTH CAROLINA COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

eoo: 1490 res: 760

WHEREAS, Robert R. Sabota and Edna B. Sabota

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK AND TRUST COMPANY

(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

FIFTY-FIVE THOUSAND within 360 days from date

Dollars (\$ 55,000.00) due and payable

as shown in Note of even date

with interest thereon from date _/ at the rate of per centum per annum, to be paid: quarterly

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 373

on a Plat of Map 6, SUGAR CREEK, recorded in the RMC Office for Greenville County in Plat Book 6-H, at Page 63, and having, according to a more recent survey by Freeland & Associates, dated November 13, 1979, the following metes and bounds:

BEGINNING at an iron pin on the southerly side of Cliffwood Lane, joint front corner of Lots 372 and 373, and running thence with the common line of said Lots, S 52-38 W, 150.90 feet to an iron pin; thence with the common line of Lots 373 and 377, N 37-22 W, 100.0 feet to an iron pin; thence with the common line of Lots 373 and 374, N 52-38 E, 150.0 feet to an iron pin on the southerly side of Cliffwood Lane; thence with said Lane, S 37-22 E, 100.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Marshall M. McCoy and Loretta G. McCoy, dated November 16, 1979, recorded in the RMC Office for Greenville County in Deed Book 1115, at Page 785.

STATE OF SOUTH CAROLINA

OF SOUTH CAROLINA TAX COMMENTON

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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 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.

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