

c/o Barton Nachamie, Esquire, Arutt, Nachamie, Benjamin, Lazar & Kirschner, P.C.
292 Madison Avenue, New York, New York 10017

BOOK 1492 PAGE 632

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

CGNA

23 PM '80

MORTGAGE OF REAL ESTATE

WITNESSEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BROAD REALTY, INC., a South Carolina corporation with its principal place of business at 121 West Broad Street, Greenville, South Carolina

(hereinafter referred to as Mortgagor) is well and truly indebted unto JESS LEVIN AND RUTH LEVIN AS TRUSTEES UNDER JESS LEVIN FAMILY TRUST AND AS TRUSTEES UNDER RUTH LEVIN FAMILY TRUST guarantee, of Morris & Eva Weisz's

(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 Five Thousand and No/100----- Dollars (\$ 25,000.00) due and payable

as provided in said guarantee

with interest thereon from the date of ----- 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 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 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

See attached sheet for the description of the property.

In addition to all other provisions herein and in the promissory note and guarantee secured hereby, if the real property herein described shall be sold, the entire amount then remaining unpaid on the promissory note shall become due and payable, without abatement of interest.

This mortgage is equal in priority to the mortgage being executed simultaneously herewith by the mortgagor to Ruth Greenberg; and Gertrude Levin Goodman, David P. Levin, and Andrew P. Levin, Trustees under the Will of Benjamin Levin.

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
\$ 10.00

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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