

Please mail to Donald L. Van Riber, Atty, Suite 8, 700 East North St.,
MORTGAGE OF REAL ESTATE - Greenville, South Carolina, 29601

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

BOOK 1574 PAGE 532

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED

GREENVILLE COUNTY, S. C.

WHEREAS, We, Robert W. and Carol E. Horton

(hereinafter referred to as Mortgagor) is well and truly indebted unto William M. Shirley, Jr., Elizabeth Ann Shirley (107 West Liberty, Apt. 6, Savannah, Ga.), and Linda S. O'Neal, 111 Stratton Court, Columbia, South Carolina), jointly (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

FORTY SEVEN THOUSAND AND NO ONE HUNDRETHS----- Dollars (\$ 47,000.00) due and payable in 84 equal monthly payments of \$483.45, with the balance of the principal remaining to be paid on August 1, 1989; each payment shall be first applied to accrued interest, with the balance to principal; payments shall be made on the first of each month, beginning on August 1, 1982 and continuing monthly thereafter. 7/1/82 at the rate of TWELVE per centum per annum, to be paid: monthly as above.

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:

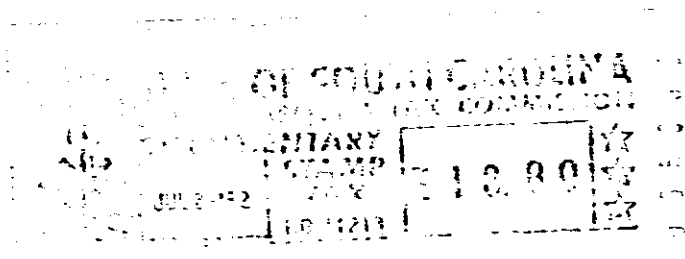
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 Greenville situate on the Northeast side of Windemere Drive, near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 15 on a Plat of Map No. 2, Cherokee Forest, made by Dalton & Neeves, Engineers, dated October 1956, recorded in the RMC Office for Greenville County, S. C., in Plat Book EE, Page 191, and having according to the said Plat the following metes and bounds:

BEGINNING at an iron pin on the Northeast side of Windemere Drive, at joint front corner of Lots 14 and 15, running thence along the line of Lot 14, N. 56-30 E., 175 feet to an iron pin; thence N. 33-30 W., 100 feet to an iron pin; thence with the line of Lot 16, S. 56-30 W., 175 feet to an iron pin on the Northeast side of Windemere Drive; thence along Windemere Drive, S. 33-E., 100 feet to the point of beginning.

DERIVATION: This is the same property conveyed to Wm. M. Shirley and Elizabeth S. Shirley by deed from R. W. Taylor, Jr., dated 7/27/59, recorded 8/29/59 in Deed Book 633 at Page 73; see also probate file 1634/13.

DERIVATION: This is the same property conveyed to the mortgagors herein by deeds from the mortgagees, executed and recorded simultaneously with this instrument.



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 such 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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