

FILED
GREENVILLE CO S.C.

APR 26 3 41 PM '83

BOOK 1193 PAGE 815

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. HARRISLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, JULIAN B. EAVES AND FAYE W. EAVES

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

HOECHST EMPLOYEES CREDIT ASSOCIATION

(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

FIFTEEN THOUSAND AND NO/100----- Dollars (\$ 15,000.00) due and payable

IN ACCORDANCE WITH THE TERMS OF THE NOTE OF EVEN DATE
HEREWITH FOR WHICH THIS MORTGAGE STANDS AS SECURITY

with interest thereon from _____ date _____ at the rate of 13% per centum per annum, to be paid: bi-weekly

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 southern side of Leesburg Peak, being shown as Not No. 49 on a plat of Mount Vernon Estates, Section I, prepared by Piedmont Engineers and Architects, recorded in the Office of the RMC for Greenville County in Plat Book 4-X at Page 13, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Leesburg Peak, at the joint front corner of Lot 50 and 49 and running thence with the line of Lot 50, S. 32-30 W. 195 feet to an iron pin at the joint rear corner of Lots 49 and 50; thence N. 76-35 W. 102.5 feet to an iron pin; thence N. 78-29 W. 82.92 feet to an iron pin at the joint rear corner of Lot 49 and 48; thence with the line of Lot 48 N. 50-00 E. 183.1 feet to an iron pin on Leesburg Peak; thence with said Leesburg Peak S. 63-04 E. 30 feet to an iron pin; thence still with Leesburg Peak N. 83-00 E. 35 feet to an iron pin; thence still with Leesburg Peak N. 83-00 E. 35 feet to an iron pin; thence still with said Leesburg Peak N. 45-11 E. 35 feet to an iron pin; thence still with Leesburg Peak N. 76-09 E. 33.86 feet to an iron pin; thence still with Leesburg Peak S. 57-04 E. 31.3 feet to the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Threat Enterprises, Inc., dated July 15, 1982 and recorded in the RMC Office for Greenville County in Deed Book 1170 at Page 150.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX \$ 06.00

400 3 34851A01

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.