MORTGAGE OF REAL ESTATE--Prepared by WH.KINS, & EVILKINS, Attorneys at Law, Greenville, S. C. 909/1631 762101

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

OUT 17 12 41 49 1930 ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FRANK MACCHIAVERNA

(hereinafter referred to as Mortgagor) is well and truly indebted unto CLYDE B. BRIDGES and HAZEL BRIDGES

(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 ONE HUNDRED THOUSAND and 00/100------

_______bollars (\$100,000.00) due and payable

according to the terms of a promissory note dated October 13, 1983

with interest thereon from date

at the rate of ten (10%) er centum per annum, to be paid: annually

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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 (\$5.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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, the Mortgagoe's heirs, 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

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, in Butler Township, about two miles North from Batesville, lying west from the Batesville-Brushy Creek Road (formerly known as the Augusta Road), being bounded by lands of John Leatherwood, Bud Morris Estate, and other lands of Mamie M. Smith and Henry M. Smith, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of John Leatherwood lands, Bud Morris Estate and property described herein and running thence with the Morris line, S. 53-15 E. 629 feet to an iron pin, new corner; thence N. 29-25 E. 124 feet; thence N. 10-10 W. crossing a small branch 516 feet to an iron pin, new corner, near spring; thence N. 24-10 W. 287 feet to an iron pin on Leatherwood line at point 95 feet from old stone and iron pin corner; thence with the said Leatherwood line, S. 34-15 W. 616 feet to the beginning corner, containing 5.64 acres, more or less.

THIS is the same property conveyed to the mortgagor by the mortgagees by deed of even date herewith to be recorded.

MORTGAGEE'S ADDRESS:

Rt 4 Box 178 Batesalle Rcal Dreen, S.C. 27657

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.

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The Mortgagor covenants that is 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 hens 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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