

Mortgagee's Mailing Address
604 East North Street
Greenville, SC 29601

1051 058

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
AUG 12 1 03 PM '84
DONNIE S. PETERSLEY
R.H.C.

WHEREAS, --We, John M. Shaluly and Peter E. Shaluly,--

(hereinafter referred to as Mortgagor) is well and truly indebted unto --Guaranty Mortgage Co., Inc.--

(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-Nine Thousand Five Hundred and No/100-- Dollars (\$ 49,500.00) due and payable in equal monthly amortized installments of Six Hundred Fifty-Four and 15/100 Dollars (\$654.15), the first monthly installment being payable on the first day of the month immediately following the date of the Note secured by this Mortgage but repayable on or before ten (10) years immediately following the date of the Note, with power in the maker to anticipate and pay off any balance due hereunder at any time prior to maturity without penalty with interest thereon from the date hereof at the rate of ten (10%) per centum per annum, to be paid: Monthly

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:

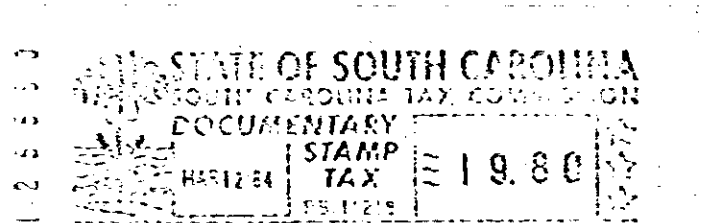
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, abutting the easterly side of Prosperity Avenue, the southerly side of Potomac Avenue, the westerly side of Old Augusta Road and the northerly boundary of W. H. Sullivan Estate (or formerly), having according to survey for the Mortgagee dated January 11, 1984 by Carolina Surveying Co., R.L.S., the following metes and bounds to-wit:

BEGINNING at an old iron pin in the southeast corner of Potomac and Prosperity Avenues and running thence along the easterly boundary of Prosperity Avenue S. 29-06 W. 199.5 feet to an old iron pin; thence further along Prosperity Avenue S.33-58 W. 90.2 feet to an old iron pin; thence further along said Prosperity Avenue S. 45-58 W. 102.6 feet to an old iron pin in the north boundary of the W. H. Sullivan Estate (or formerly); thence along said boundary S. 30-51 E. 375.5 feet to an old iron pin in the new right of way of Old Augusta Road; thence along the said right of way N. 7-48 E. 158.1 feet to an old iron pin; thence further along said right of way N. 11-37 E. 132 feet to an old iron pin; thence further along said right of way N. 13-29 E. 246 feet to an old nail and cap in the south boundary of the property of Anthony Cheros, et al (or formerly); thence along said boundary N. 68-10 W. 47.4 feet to an old iron pin; thence along the west boundary of the said Cheros property N. 18-35 E. 100.1 feet to an old iron pin; thence N. 59-40 E. 14.6 feet to an old iron pin in the southerly right of way of Potomac Avenue; thence along said right of way S. 88-21 W. 77.3 feet to an old iron pin at the point of beginning.

The Mortgagee acquired legal title to the abovedescribed property by Deed of Defense Housing and Mortgage Co., Inc., dated and recorded on March 9, 1953 in Deed Volume 474 at page 515; by Deed of David G. Traxler, dated June 5, 1963 and recorded on June 7, 1963 in Deed Volume 724 at page 426 and by Deed of David G. Traxler, dated June 29, 1965 and recorded on July 22, 1965 in Deed Volume 778 at page 233 in the R.M.C. Office for Greenville County, South Carolina.

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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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