MORTGAGE OF REAL ESTATE-Office of Eddie R. Harbin, Attorney at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE COUNTY OF GREENVILLE OF A 15 PH 16th ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES A30 HART, JR., ALLEN PETER HART, AND MILTON ALLEN TOUCES, as TRUSTEES,

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

HOUSTON HART

426 Townes Street, Greenville, S. C. 29601

(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

Ten Thousand and 00/100-----

Dollars (\$ 10,000.00 ue and payable

(For payment see Note of even date)

date

10.0%

annually

with interest thereon from

at the rate of

per centum per annum, to be paid:

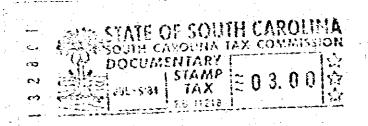
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 GREENVILLE, in Greenville Township, at the South Western Corner of Poinsett Highway and Toledo Street and described as follows, to-wit:

BEGINNING at a stake at the Southwestern corner of New Buncombe Road (now Poinsett Hwy.) and Marlin Street (now Toledo Street), and running thence with the Western side of Poinsett Highway, S. 3-50 E. 100.8 feet to a stake, corner of property now or formerly owned by Erwin S. Starnes and Charles H. Ford; and thence running with the line of said property, S.61-30 W. 150.1 feet to a stake; thence N. 31-30 W. 77.1 feet to a stake on Toledo Street; thence with the Southern side of Toledo Street, N. 58-30 E. 194.3 feet to the beginning corner.

DERIVATION: This being a portion of the property conveyed to the Trustees herein by deed of Trust, dated August 12, 1983 by James Allen Hart, Settlor, said agreement being recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1197, at Page 986, on October 8, 1983.



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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

10815: *

