LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

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FILED

CONTROL OF THE PROPERTY OF THE

STATE OF SOUTH CAROLINAGRES CO. S. COUNTY OF GREENVILLE

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

Estate of Walter H. Proescholdt

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

800x1548 FAGE 890

WHEREAS,

Elizabechine JenkingaSLEY

Mary Jo P. Tindal, Trustee for the

(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 Sixty Two Thousand Nine Hundred and No/100

Dollars (\$ 62,900.00 ) due and payable

as set out in promissory note of even date

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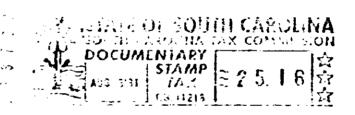
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, the Mortgagee'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 Greenville known and designated as Lot #43, Section 3 of Wade Hampton Gardens as shown by a plat thereof prepared by Piedmont Engineers and Architects and recorded in the Greenville County RMC Office in Plat Book YY at page 179. Reference to said plat being hereby craved for a more complete description.

This being the same property conveyed to Mortgagor by deed of Mary Jo P. Tindal, of even date, to be recorded herewith.

THIS MORTGAGE MAY NOT BE ASSUMED WITHOUT THE EXPRESSED CONSENT OF THE MORTGAGEE.



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 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 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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