MORTGAGE OF REAL ESTATE-Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, &

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

CREENVEY ON S.C. MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
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WHEREAS,

DAVID BERNSTEIN and SUSAN A. BERNSTEIN

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

RIVERSIDE MEDIA, INC., a Pennsylvania corporation,

(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 Thirty Thousand and No/100-----

Dollars (\$ 30,000.00) due and payable

upon the sale of the herein described property

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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 (\$3.00) 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 Greenville, at the intersection of Cleveland Street Extension and Henderson Road, and being a portion of Lot 12-A as shown on plat of property of Joe W. Hiller et al recorded in plat book PPP page 62 of the RMC Office for Greenville County, S.C., and having according to a survey made by James R. Freeland October 20, 1981 recorded in plat book 8-V page 21, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Cleveland Street Extension, at its intersection with Henderson Road, and running thence S. 88-46 W. 9.97 feet to an iron pin on the northern side of Cleveland Street Extension; thence with said street N. 55-46 W. 186 feet to an iron pin; thence continuing with said street N. 53-27 W. 50.04 feet to an iron pin corner of Lot 12; thence with line of Lot 12, N. 36-48 E. 209.93 feet to an iron pin corner of Lot 15; thence with line of Lot 15, S. 73-10 E. 69.40 feet to an iron pin; thence with a line through Lot 12-A S. 4-24 E. 141.70 feet to an iron pin; thence continuing S. 9-28 W. 62.90 feet to an iron pin; thence continuing S. 8-07 E. 79.69 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage given to Joe W. Hiller in the amount of \$70,000.00 recorded November 9, 1981 in the RMC Office for Greenville County, S.C. in mortgage volume 1556 page 943.

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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.

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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 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.

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