

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

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WE, AHMAD FAKHR & REZA FAKIR

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

(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 THIRTY FIVE THOUSAND ----- Dollars (\$ 135,000.00 ) due and payable

payable in five equal annual payments of \$27,000.00, the first payment being due one year from the closing date and every year on the anniversary of the closing

with interest thereon from \_\_\_\_\_ date at the rate of 8½% per centum per annum, to be paid annually in addition to principal. The interest payments due are \$11475, \$9180, \$6855, \$4590 and \$2295 on the anniversary of closing

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, 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, containing 59 acres, more or less, and having according to a plat prepared by Enwright Associates for Daniel Shager, said plat being recorded in the Office of the RMC for Greenville County in plat book 46 page 117, the following metes and bounds, to-wit:

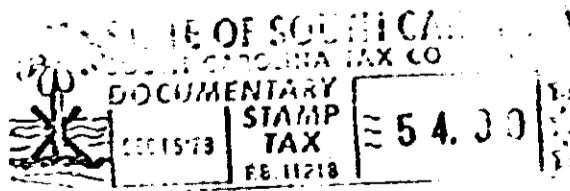
Beginning at a nail in a bottle top in the center of Batson Road, and running thence with the center of Batson Road N. 80-56 E. 127.6 feet to a point; thence continuing with the center of Batson Road N. 87-43 E. 122 feet to a point; thence continuing with the center of Batson Road S. 88-45 E. 527.8 feet to a point; thence continuing with Batson Road S. 86-24 E. 248 feet; thence continuing with Batson Road S. 82-21 E. 116 feet; thence continuing with Batson Road S. 77-24 E. 233.6 feet to a nail in a bottle top; thence turning and running S. 14-08 W. 496.27 feet to an iron pin; thence turning and running S. 50-20 E. 1064.5 feet more or less, to the center of Grassy Branch; thence following up the center of Grassy Branch, the traverse line of which is the following courses and distances, to-wit: S. 49-40 W. 325.3 feet; thence S. 28-27 W. 455 feet; thence S. 84-19 W. 500 feet; thence S. 85-51 W. 214.9 feet; thence N. 89-44 W. 266.4 feet to a point; thence turning and running from said creek N. 3-51 E. 124.9 feet to a point; thence turning and running N. 49-54 W. 535.7 feet to an iron pin; thence turning and running N. 8-43 W. 1448.5 feet to a bottle top in the center of Batson Road, being the point of beginning.

This is the same property conveyed to mortgagor by mortgagee by deed dated to be recorded.

This mortgage is given to secure a portion of the purchase price of the within described property.

Mortgagee's address:

5 Darien Way  
Greenville, S. C. 29615



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.

6  
4  
0  
0

4328 RV-2