MORTGAGE OF REAL ESTATE—Offices of Love, Thornton & Arnold, Attorneys at Law, Greenville, S. C.

(M73 2 & M 60

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Walter R. Payment and Barbara Z. Payment (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Emil R. Zillmann

(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

with interest thereon from date at the rate of five per centum per annum, said principal and interest to be repaid:

Principal to be paid October 26, 1985, with privilege of anticipating the unpaid balance by payments in multiples of \$500.00 each on any interest date, interest to be paid semi-annually.

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, on the northeastern corner of Hialeah Road and Shallowford Road in the City of Greenville, being shown as Lot A on plat of Section D of Gower Estates recorded in Plat Book HHH at page 78, described as follows:

BEGINNING at an iron pin on the northeastern corner of Hialeah Road and Shallowford Road, and running thence with the northern side of Shallowford Road, S. 76-41 E. 94.7 feet to an iron pin at corner of Lot 73; thence with line of said lot, N. 0-30 E. 155.2 feet to an iron pin; thence N. 83-03 W. 86.6 feet to an iron pin on Hialeah Road; thence with the eastern side of said road, S. 13-19 W. 114.8 feet to an iron pin at corner of Shallowford Road; thence with the curve of the intersection, the chord of which is S. 31-41 E. 35.4 feet to beginning corner.

This is the same property conveyed to the Mortgagor by deed on Donald E. Baltz, Inc., to be recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

ATTESTIED AND CANCELLED OF RECORDY

LIENTIE STATES

R. M. C. FOR GREENVILLE COUNTY, S.C.

AT 1/3 OO'CLOCK PM NO. /1823