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

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

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WHEREAS,

Schweigert Enterprises, a general partnership

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

Janet L. Jacobsen

(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 Twenty Two Thousand Two Hundred Fifty and No/100

Dollars (\$ 22,250.00 ) due and payable

as set out in promissory note of even date

XXXXXXXXXXXXX

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 cloes 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, on the western side of S.C. Highway 291 and being known and designated as the major portion of Lot No. 26 on plat of HOLMES ACRES recorded in the RMC Office for Greenville County in Plat Book Z at Page 1, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of S.C. Highway 291, joint front corner of Lots 25 and 26 and running thence along the line of Lot 25, S. 52-39 E. 223.5 feet to an iron pin, joint rear corner of Lots 25 and 26; running thence S. 30-44 E. 20 feet to an iron pin; running thence S. 82-05 E. 213.9 feet to an iron pin on Mallory Street; thence along Mallory Street, N. 10-48 E. 107.3 feet to an iron pin on S.C. Highway 291; running thence along S.C. Highway 291, N. 40-12 W. 102 feet to an iron pin, the point of beginning.

This being the same property conveyed to Mortgagor by deed of Janet L. Jacobsen, of even date, to be recorded herewith.

> Mortgagee's Address: 3534 Smithfield St. #806 Jacksonville, Florida 32217

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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