STATE OF SOUTH CAROLINA COUNTY OF GREEN VILLE MORTGAGE OF REAL ESTATE

va. 1070 22817

FILED TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Mary Jane Audette, By her attorney-in-fact, Peter D. Audette

(hereinafter referred to as Mortgagor) is well and truly indebted unto Nathaniel E. Cain and Barbara L. Cain

(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 Sixteen Thousand Eight Hundred Seventy-five-----Dollars \$16,875.00) due and payable

according to the terms of a note executed of even date herewith and incorporated herein by reference

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 Mortgager 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,

ALL that piece, parcel or tract of land, lying and being situate in the County of Greenville, State of South Carolina, being shown as 8.52 acres tract on plat entitled "Survey for Bonita B. Whitfill" as recorded in Plat Book 8-N, page 4, in the RMC Office for Greenville County, S.C. and having, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Southerlin Road, said iron pin being approximately 997.7 feet from the intersection of Barton Road and Southerlin Road running thence N. 21-11 E. 949.4 feet to an iron pin; thence S. 54-04 E. 450.0 feet to an iron pin; thence N. 25-38 E. 906.5 feet to an iron pin; thence N. 50-40 W. 125.0 feet to an iron pin in the center of Southerlin Road; thence N. 63-02 W. 163.3 feet to an iron pin in the center of Southerlin Road; thence N. 59-35 W. 84.7 feet to an iron pin, the point of beginning.

THIS conveyance is subject to all restrictions, rights-of-way, roadways, and also to the following protective covenants:

- 1. No lot shall be used except for residential purposes.
- 2. No dwelling shall be erected on any lot with the ground floor area of the main structure, exclusive of open porches, breezeways and garage or carports, less than 1,000 square feet for a one storey dwelling, nor less than 800 square feet for a dwelling of more than one story.
- 3. A mobile home shall be allowed on the subject property only for a period of three (3) years from the time any such mobile home is placed on the subject premises.

THIS is the same property conveyed to the Mortgagors herein by deed of Nathaniel E. Cain and Barbara L. Cain, recorded in the RMC Office for Greenville County in Deed Book 1216, page 232 on July 31981.
SEE also Power of Attorney, recorded in the RMC Office for Greenville County in Deed Book 12/6, Page 230,

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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 such 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 heireinabove 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.