

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

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C.
NOV 3 3 30 PM '81

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

WHEREAS, WE, DAVID BERNSTEIN and SUSAN ASLEY BERNSTEIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOE W. HILLER

(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

SEVENTY THOUSAND ----- Dollars (\$70,000.00) due and payable \$720.30 on the first day of December, 1981 and a like amount on the first day of each month thereafter up to and including October 1, 1984, and the entire principal balance and accrued interest due and payable on November 1, 1984. (Said installments to be applied first in payment of interest and balance to principal)

with interest thereon from date at the rate of 12% per centum per annum, to be paid: monthly
The mortgagor has the right to repay the entire amount of 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:

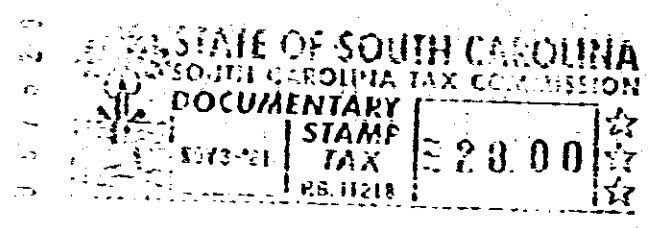
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, 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 revised plat made by James R. Freeland Oct. 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 is the same property conveyed to mortgagors by Joe W. Hiller by deed dated November 3, 1981, to be recorded herewith.

Mortgagee address:
PO Box 5898 B
Greenville, S. C. 29606



GC10
NO 381
055

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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