

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
AUG 18 12 29 PM '71
LOLLIE FARNSWORTH
R. M. C.

BOOK 1203 PAGE 187

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, H. W. Stewart, of the County and State aforesaid,
(hereinafter referred to as Mortgagor) is well and truly indebted unto Collins Cadillac, Inc., a corporation,

(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 Six Thousand Three Hundred Eight Dollars and Twenty-Eight (\$6,308.28) Cents ~~DOLLARS~~) due and payable in thirty-six (36) consecutive monthly installments of One Hundred Seventy-Five Dollars and Twenty-Three (\$175.23) Cents each, commencing October 1st, 1971, and on the first day of each month thereafter until paid in full,

with interest thereon from date at the rate of eight per centum per annum, to be paid: after maturity.

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 south side of Asbury Avenue formerly known as John Street, in the City of Greenville, being described as follows:

BEGINNING at a stake on the southern side of Asbury Avenue 92.9 feet west from Lloyd Street, and running thence along the southern side of Asbury Avenue N. 53½ W. 131.3 feet to corner of lot now or formerly owned by S.T. Mills; thence S. 39½ W. 168 feet to corner of lot now or formerly owned by A.M. Hayes; thence S. 50½ E. 131.8 feet to pin; thence N. 37½ E. 168.2 feet to the point of beginning. This is the same property devised to the mortgagor by Emmie L. Stewart by a Will filed in Apartment 502 in File 1, of the records of the Probate Court for Greenville County, South Carolina.

AND ALSO:

All that lot of land on the southern side of Asbury Street (formerly known as John Street), being described by metes and bounds as follows:

BEGINNING at a point on the southern side of Asbury Street (formerly known as John Street) which point is 224.2 feet from the southwestern corner of the intersection of Lloyd Street and Asbury Street, at the corner of the mortgaged premises and other property owned by the mortgagor herein, and running thence along the common line of said line parallel with Asbury Street, 65 feet to a point; thence in a northerly direction 167.5 feet to a point on the southern side of Asbury Street; thence in an easterly direction along the southern side of Asbury Street, 65.8 feet to the beginning corner. This is the same property devised to the mortgagor by Emmie L. Stewart by a Will filed in Apartment 502 in File 1, of the records of the Probate Court for Greenville County, South Carolina.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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.