

STATE REGULATION NO. 22
SOUTH CAROLINA
COMPLIES WITH
11/27/72
Greenville

FILED
GREENVILLE CO. S. C.

BOOK 1267 PAGE 311

FEB 20 11 21 AM '73

MORTGAGE OF REAL ESTATE

DONNIE S. TANKERSLEY
R.H.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, James Deyoung,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Fred A. Stephens, his heirs and assigns forever, P.O. Box 64, Greer, S.C.

(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 Fifty-Two Thousand and no/00 (\$52,000.00)

Dollars (\$ 52,000.00) due and payable in monthly installments of \$438.83, payable each and every month hereafter, beginning February 1, 1973, All being due and payable in Fifteen (15) years from date hereof,

with interest thereon from date at the rate of 6% per centum per annum, to be paid: 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, Chick Springs Township, containing three and 30/100 (3.30) acres, as per plat thereof by H. S. Brockman, Surveyor, of date December 5, 1946, situate on the North side of U. S. Super Highway No. 29 (Wade Hampton Boulevard) and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the Northern edge of the right-of-way of the southbound lane of said Super Highway, and in the Eastern edge of an old road intersecting with said Highway, N. 67-15 E. 400 feet to an iron pin (I.P. 2'3" therefrom); thence N. 17-15 E. 295 feet to R.O., 3 x NM; thence N. 88-54 W. 351 feet to double R.O., 3 x NM (6" therefrom); thence S. 31-05 W. 295 feet to an iron pin in old road; thence S. 1-33 E. 200 feet to the beginning corner in the Eastern edge of said old road and on right-of-way edge of said Super Highway; being the same property conveyed to the mortgagor herein by the mortgagee this date, said deed to be recorded herewith.

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 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.