

FILED GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

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

WHEREAS, We, John J. Stubblefield and Carolyn Stubblefield

(hereinafter referred to as Mortgagor) is well and truly indebted unto Terplan, Inc. of Columbia D/B/A Terplan Inc. of Pleasantburg

(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

Seven thousand, four hundred and forty dollars----- Dollars \$7440.00 due and payable

in forty-eight (48) monthly installments of \$155.00 commencing on 8/01/77 Due and payable on the first of each month until paid in full.

with interest thereon from 6/29/77 at the rate of 14.04% per centum per annum, to be paid until maturity

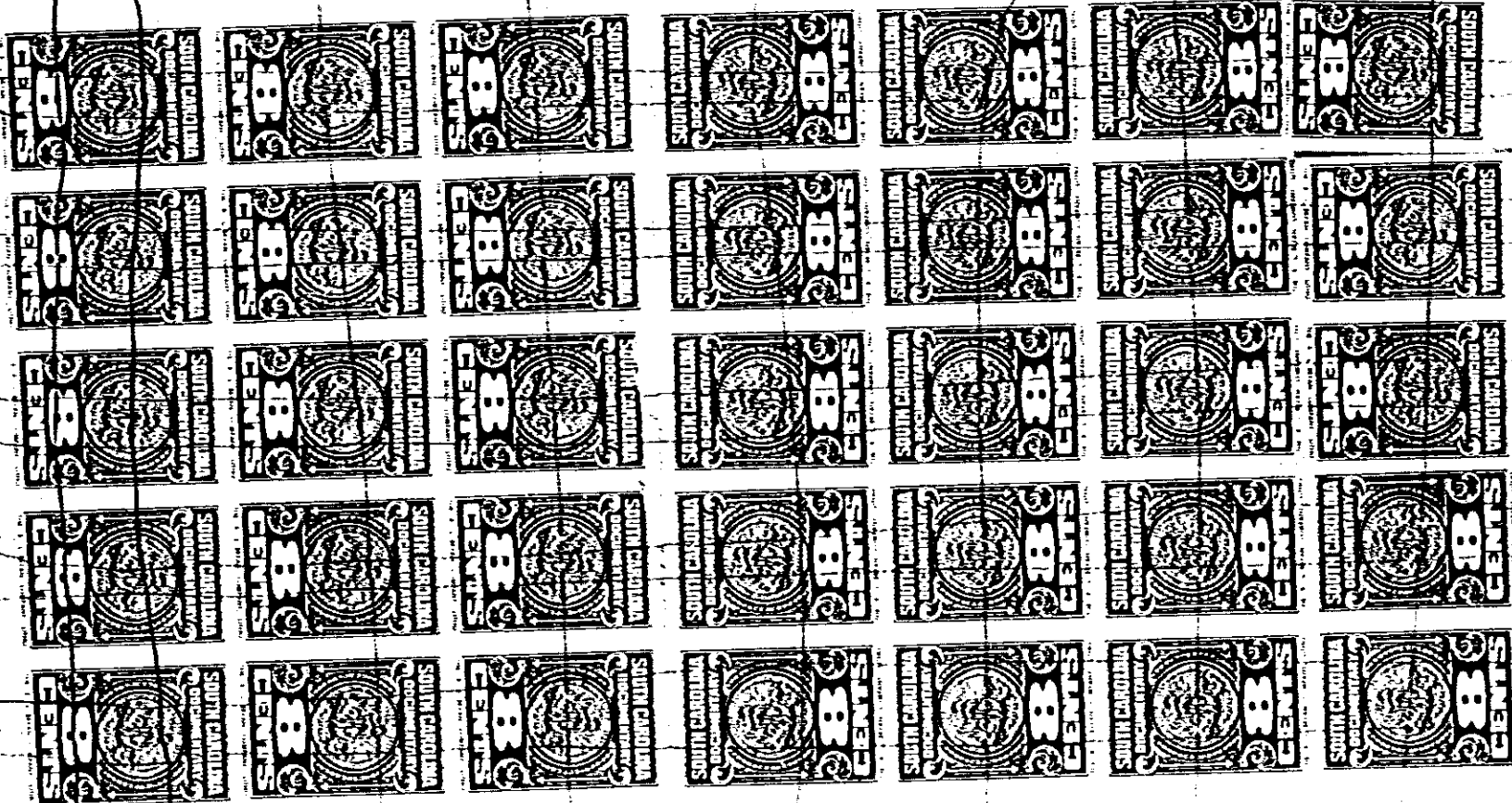
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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

ALL that piece, parcel or lot of land, situate, lying and being on the western side of Selwyn Dr., in Greenville County, South Carolina, being shown and designated as Lot No.17 on a plat of Thaburlake, made by Dalton & Neves, Surveyor, dated July, 1955, recorded in the RMC Office for Greenville County, S.C., in Plat book BB, page 185, reference to which is hereby craved for the mates and bounds thereof.

The above property is the same conveyed to Gary L. Capps by deed of John R. Steele, recorded in Deed Book 1029 at page 997 on January 9, 1976 and is hereby conveyed subject to all rights of way, easements, condition, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.



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.

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