

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
12 23 1978

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, JOHN STEVEN COLVERT

(hereinafter referred to as Mortgagor) is well and truly indebted unto EARLINE C. STOKES AND STEVE LISTER, AS CO-EXECUTORS OF THE ESTATE OF T. W. STOKES, DECEASED

(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, Two Hundred and no/100

----- Dollars (\$ 6,200.00) due and payable in equal monthly installments of \$100.00 each on principal and interest with payments applied first to interest, balance to principal with said payments being due on the 2nd day of each succeeding month, commencing the 2nd day of January, 1978.

with interest thereon from date at the rate of Nine (9%) per centum per annum, to be paid monthly.

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, and being more particularly described as Lot 50, Section C, as shown on a plat entitled "A subdivision for Woodside Mills, Greenville, S. C.", made by Pickell and Pickell, Engineers, Greenville, S. C., January 14, 1950, and recorded in the RMC Office for Greenville County, in Plat Book W at Pages III-117, inclusive. According to said plat the within described lot is also known as No. 78 East Seventh Street (Avenue) and fronts thereon 58 feet.

Being the same property conveyed to the Mortgagor by deed of Earline C. Stokes, individually and as Co-Executor of the Estate of T. W. Stokes, Deceased and Steve Lister, as Co-Executor of the Estate of T. W. Stokes, to be recorded simultaneously herewith.

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S. C. DEED RECORDS

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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 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.

S. S. COLVERT

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