

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE, S.C.
MAY 15 2 23 PM '78
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, James E. Stephens, Jr. and Ann V. Stephens

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Melvin Coker**

(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

-----Forty Thousand and no/100 ----- Dollars (\$ 40,000.00) due and payable in monthly installments of \$286.58, for a period of twenty (20) years, beginning June 15, 1978,

with interest thereon from _____ date at the rate of **six (6%)** 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, on the southern side of Coralvine Road in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 29 on plat of POINSETTIA, Section I, prepared by Piedmont Engineers & Architects, dated June 23, 1965, recorded in Plat Book BBB at page 103 and being described, according to said plat, more particularly, to-wit:

BEGINNING at an iron pin on the southern side of Coralvine Road at the joint front corner of Lots 29 and 30 and running thence along the southern side of said road N. 76-54 E. 110 feet to an iron pin at the joint front corner of Lots 28 and 29; thence along the common line of said lots S. 13-06 E. 155 feet to an iron pin at the joint rear corner of said lots; thence along the rear line of Lot No. 29 S. 72-50 W. 110.3 feet to an iron pin at the joint rear corner of Lots 29 and 30; thence along the common line of said lots N. 13-06 W. 162.9 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Hugh Anthony Padgett and Anne B. Padgett, of even date herewith, to be recorded.

GCTO ----- MAY 15 1978 1262

RECORDED
MAY 15 1978
TAX \$ 16.00
PB. 11213

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.

4328 RV-2