

George R. Fowler - Box 423, Greenville, S.C. 29602
GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAY 23 1 59 PM '78 MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, Mark K. Stewart and James R. Clardy

(hereinafter referred to as Mortgagor) is well and truly indebted unto George R. Fowler

(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 Nine Thousand Five Hundred and No/100

Dollars (\$ 9,500.00) due and payable

in One Hundred Eight (108) equal monthly installments of One Hundred Twenty-Eight and 66/100 (\$128.66) Dollars, the first installment becoming due one (1) month from date of closing.

with interest thereon from May 22, 1978 at the rate of nine (9) per centum per annum, to be paid:

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, at the southeastern corner of Hillside Drive and Circle Street, being a portion of Lot No. 25, as shown on plat of "Hillside Heights," made by R.E. Dalton, in September 1921, recorded in Plat Book F at Page 100, and described as follows:

BEGINNING at a point on Circle Street, corner of lot conveyed by Harry B. Iler to R.B.R. Land Development Company, and running thence with Circle Street, N. 37-02 W. 75 feet to a stake; thence S. 86-58 W. 23.5 feet to a stake; thence S. 17-16 W. 155 feet to a stake; thence S. 74-20 E. 50 feet to a stake on rear corner of lot conveyed to R.B. R. Land Development Company; thence with line of said lot N. 28-27 E. 120 feet to the point of beginning on Circle Street.

This is the same property conveyed to the mortgagors herein by deed of William F. Morrow, recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 1079 at Page 709 on May 22, 1978.

ALSO:

ALL that piece, parcel or lot of land situate in the City of Greenville, State and County aforesaid being known and designated as Lot No. 35 of Hillside Heights according to a plat recorded in the R.M.C. Office for said County in Plat Book F at Page 100 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at a locust on the west side of Hillside Drive and running thence N. 71-50 W. 121.5 feet to an iron pipe on line of Tract 4 of Overbrook Land Co., thence S. 8-60 W. 101.55 feet to an iron pipe; thence S. 71-50 E. 103.9 feet to an iron pipe on the west side of Hillside Drive N. 18-10 E. 100 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by deed of William F. Morrow as recorded in the R.M.C. Office for Greenville County, S.C. in the above-referenced Deed Book.

ALSO:

ALL that piece, parcel or lot of land situate in the City of Greenville, State and County aforesaid being on the Eastern side of Hillside Drive, near the City of Greenville being shown as Lot No. 26 on plat of "Hillside Heights", recorded in the RMC Office for Greenville County, S.C. in Plat Book F at Page 101, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of Hillside Drive, at corner of Lot No. 25, and running thence with the line of said lot, S. 74-02 E. 150 feet to an iron pin in line of Lot No. 24; thence with the line of said lot, S. 16-58 W. 60 feet to an iron pin, (description continued on attached page)

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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