

21 3 1978

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

WITNESSETH  
HALLIE S. MAXON  
ANN S. CLEVELAND

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

WHEREAS, We, Perry D. Lupo and Kathryn Lupo,

hereinafter referred to as Mortgagor) is well and truly indebted unto Eugene E. Stone, Jr., Agent,

(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 Four Thousand One Hundred Twenty Five and NO/100

Dollars \$4,125.00 due and payable

in monthly installments of One Hundred One and NO/100 (\$101.00) Dollars, said payments to be applied first to interest and balance then to principle, with right to anticipate payment at any time; said monthly installments to commence on the 24th day of August, 1978, and due and payable on the 24th day of each and every month thereafter until said sum is paid in full with interest thereon from date at the rate of 8 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:

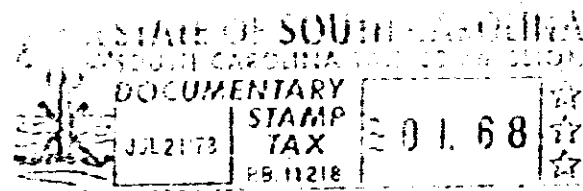
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in the corporate limits of the City of Greenville, being known and designated as Lot No. 116 of an Addition to Section 1 of Stone Lake Heights as shown on plat thereof prepared by Piedmont Engineering Service in November, 1956, recorded in the R.M.C. Office for Greenville County in Plat Book W, at page 86, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Lotus Court, joint front corner of Lots Nos. 115 and 116, and running thence along the joint line of said lots S. 24-59 E. 152.9 feet to a point in a creek, the distance between iron pins being 137.9 feet; thence following the center of said creek as the line, a traverse line being N. 67-48 E. 118.8 feet to a point in said creek, the joint rear corner of Lots Nos. 116 and 117; thence along the joint line of said lots N. 26-26 W. 158.7 feet to an iron pin on the Southern side of Lotus Court, the distance between iron pins being 143.7 feet; thence along the Southern side of Lotus Court S.65-01 W. 115 feet to the beginning corner.

The above described property is a portion of the same conveyed to the late E. E. Stone and the late Agnes O. Stone by deed recorded in the R.M.C. Office for Greenville County in Deed Vol. PPP, at Page 157. The said Agnes O. Stone died in or about the year 1918, leaving a Will wherein she devised her interest to her husband T. C. Stone. The said T. C. Stone died in the year 1955, leaving a Will wherein the bulk of his Estate was devised to certain trustees under a testamentary trust. The grantors, Eugene E. Stone, Jr., and Alexander M. Stone are trustees under an inter vivos trust created by the trust agreement above mentioned and recorded in the R.M.C. Office in Deed Book 1026, page 24, called Stone Enterprise Trust. The grantors, Hallie S. Maxon and Ann S. Cleveland, join in the conveyance to satisfy a requirement of the Stone Enterprise Trust that 55% of the beneficial owners express their consent to a sale. Of the original trustees appointed by the Will of T. C. Stone, Eugene E. Stone of Florence, S.C., died on December 15, 1977, and pursuant to the terms of said Will, Frances C. Taylor has been elected as his Successor. Said property was conveyed to Perry D. Lupo and Kathryn Lupo by the above named grantors by deed dated July 21, 1978, and recorded herewith in Deed Book 1083, at Page 694, in the R.M.C. Office for Greenville County, South Carolina.

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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 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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