

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.
JUL 28 1 42 PM '78
DENISE S. TANKERLEY
M.H.C.

1439

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

WHEREAS, Joseph E. Hofstetter

(hereinafter referred to as Mortgagor) is well and truly indebted unto Kimmie Denise G. Sellers

(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 Two thousand twenty-five & no/100 - - - - - Dollars (\$ 2025.00) due and payable

in 48 monthly payments of \$48.00 each beginning Sept. 15, 1978 at a rate of 6% simple interest. with interest thereon from maturity at the rate of 7% 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

ALL that piece, parcel or lot of land in Dunkland Township near S.C. Highway 247, on Cooley Bridge Road, and having, according to a plat made by James L. Strickland, R.L.S., May 29, 1978, the following metes and bounds, to wit:

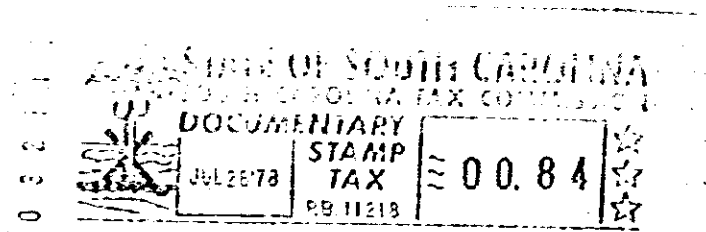
BEGINNING at a nail and cap in the center of Cooley Bridge Road and running thence through an iron pin on the edge of the right-of-way S. 86+02 E. 142.4 ft. to an iron pin; thence with a joint line of property of Norma Patrick S. 7-40 W. 54.5 ft. to an iron pin; thence continuing with the Patrick line S.3-39 E. 83.1 ft. to an iron pin; thence still with the Patrick line S. 11-57 W. 105 ft. to an iron pin; thence with the joint line of property of Norma Patrick and Cedar Shoals Baptist Church N. 77-25 W. 151.1 ft. to a nail and cap in the center of Cooley Bridge Road, the point of beginning.

The above described property is conveyed subject to any and all easements or rights-of-way of record or appearing on the property.

The above described property is the same conveyed to the Mortgagor by the deed of Kimmie Denise G. Sellers to be recorded herewith.

This constitutes a second and subsequent lien to Southern Bank & Trust Co. dated July 24, 1978 in the original amount of \$8,062.80.

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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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