

LAW OFFICES OF JOHN W. HOWARD, III, ATTORNEY AT LAW, 510 MAINLY ST. GREENVILLE, S. C. 29601

GREENVILLE CO. S.C. FILED 1540 MAR 2

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

3 48 AM '81
R.M.C. HERSLEY
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Stephen Kelly Stewart and Corinne A. Kennedy,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Evelyn F. Freeland, Joyce F. Hall and John Grady Forrester, Jr.

(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 Thirty Thousand and 00/100

Dollars (\$ 30,000.00) due and payable

in One Hundred Eighty (180) monthly installments of Three Hundred Seventy-Nine and 80/100 (\$379.80) Dollars each, the first payment being due on May 1, 1981, and continuing each month thereafter until paid in full

with interest thereon from date at the rate of 13 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, being shown as a 9.6 acre tract, more or less, on Highway 14, on plat prepared by Carolina Surveying Company, dated April 30, 1981, entitled "Property of Stephen Kelly Stewart", reference to which is hereby craved for a metes and bounds description thereof. Said plat is to be recorded herewith in the RMC Office.

This being the same property conveyed to the Mortgagors herein by Deed of the Mortgagees herein of even date, to be recorded herewith in the RMC Office for Greenville County, South Carolina.

Mortgagees' address: 138 Maple Dr., Greer, S. C. 29651

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
MAY 12 1981

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.

400 8 8221801

0000

4328 RV-2