

P.O. Box 4383
Spartanburg, S.C. 29303

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FIRST

MORTGAGE OF REAL ESTATE

1566 PAGE 346

FILED
GREENVILLE S.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Dan E. Stokes and Cathy Ann Stokes (a/k/a Daniel Earle Stokes and Cathy Ann Z. Stokes)

(hereinafter referred to as Mortgagor) is well and truly indebted unto American Rieter Company, Inc.

(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 Fifty-eight thousand Four hundred and no/100ths Dollars (\$58,400.00) due and payable at Spartanburg, S.C., as provided in the aforesaid Note

with interest thereon from date at the rate of six 1/2 (6 1/2) per centum per annum, to be paid: ON DEMAND, but until demand is made, in quarterly payments of principal and interest of (\$1,310.00).

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 accounts 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 and designated as Lot No. 95 on a plat of Brookfield East, Section II, recorded in Plat Book 8-P at page 1, RMC Office for Greenville County, South Carolina, having such courses and distances as will appear by reference to the said plat.

This is the same property conveyed to the Grantors herein by deed of Westminster Company, Inc., of recent date, to be recorded herewith, reference to which deed and the aforesaid plat is hereby specifically made for more detailed description of the property covered hereby.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX STAMP
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Together with all and singular rights, members, heritaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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