LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, Paul A. Stack and Naline Stack

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joe K. Knighton

(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 and No/100----------

---------- Dollars ($ 9,000.00) due and payable

as provided for in Promissory Note executed of even date herewith and incorporated herein by reference.

~~with interest thereon from xxxxxxxxxxxxxxxxxxxx at the rate of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx per annum, to be paid:xxxxxx~~

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, the Mortgagee's heirs, 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 certain piece, parcel or lot of land situate, lying and being in Saluda Township, County of Greenville, State of South Carolina, about eighteen miles north of Greenville Courthouse, lying about one thousand feet off the east side of Buncombe Road, being part of the John Henry Trammell Lands, having the following metes and bounds, according to a plat prepared by Carolina Surveying Company, dated April 7, 1976, to-wit:

BEGINNING in the center of a road leading from Buncombe Road northward, known as the Tilly Road, 704 feet northeast of the center of Buncombe Road, at the corner of Tract No. 8; thence running with Tilly Road, the following courses and distances: N.50-00 W. 130 feet, N.73-30 E. 262 feet, N.22-08 W. 228.7 feet, N.06-45 E. 161 feet, N.55-30 E. 268 feet, N.45-30 E. 197 feet, N.04-30 W. 209 feet; thence N.50-00 E. 92 feet to a pin on the east side of said Road; thence S.71-00 W. 372 feet to a stone; thence N.78-48 W. 409.9 feet to a stone in line of Tract No. 5; thence with the rear line of Tracts Nos. 5, 6, 7 and 8, S.03-00 E. 1,047 feet to the center of Tilly Road, the beginning corner, containing ten (10) acres, more or less, and being Tract No. 9 according to a plat of W. J. Riddle, dated August 22, 1941, of the subdivision of the Carey E. Hammond land.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Joe K. Knighton recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is: 36 Auburn Circle, Greenville, S. C. 29607

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 is 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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