RT 2 Box 76 C
GREENWOOD, SC 29646

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
GREENVILLE, S.C.
JUN 15 2 03 PM '84
DONNIE S. TANKERSLEY

WHEREAS, ALLEN FINLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto Ernest D. Stuart

(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 Twenty-eight thousand five hundred eighty-six and 70/100ths----------Dollars ($28,586.70--) due and payable

with interest thereon from June 15, 1984 at the rate of 12.00 per centum per annum, to be paid:
According to Promissory Note of even date herewith.

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 piece, parcel or lot of land, situate, lying and being in the State aforesaid, County aforesaid, and being~~

My undivided one-third interest in all that piece, parcel or lot of land lying, being and situate in the County of Greenville, State of South Carolina, Town of Simpsonville, being shown and designated as Lot 60 on a plat entitled "Surveyed at the Request of Herbert E. Riddle, Ernest D. Stuart, & Ben D. Phillips:, prepared by J. L. Montgomery, III, RLS, dated October 31, 1980, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the edge of S.C. Highway #14, said point being the joint front corner with Lot 62 and running thence along the joint property line of Lot 62 S. 54-51 W. 402 feet to the center line of the Railroad and crossing an iron pin 25 feet from said center line; thence along the center line of said Railroad N. 35-30 W. 74 feet to a point; said point being the joint rear corner with Lot 60; thence along the joint property line of Lot 60 N. 54-51 E. 402.5 feet to an iron pin in the edge of S.C. Highway #14, said iron pin being joint front corner with Lot 60 and having crossed an iron pin 25 feet from the center line of the Railroad; thence along the edge of S.C. Highway #14 S. 35-09 E. 74 feet to the point of beginning.

This being the same property conveyed to the Mortgagor by deed of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
JUN 15 '84
11.44

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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