

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
RECORDED
JUL 20 3 22 PM '84

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

DONNIE S. WALKER

WHEREAS, WE, Clarence J. Stephenson and Marion R. Stephenson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bob R. Janes, his heirs and/or assigns

(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 Thousand and no/100----- Dollars (\$50,000.00) due and payable according to the terms and conditions of a note signed by the mortgagors of even date and incorporated herewithin by reference

with interest thereon from July 19, 1984 at the rate of 12% per centum per annum, to be paid: according to the terms and conditions of said note.

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:

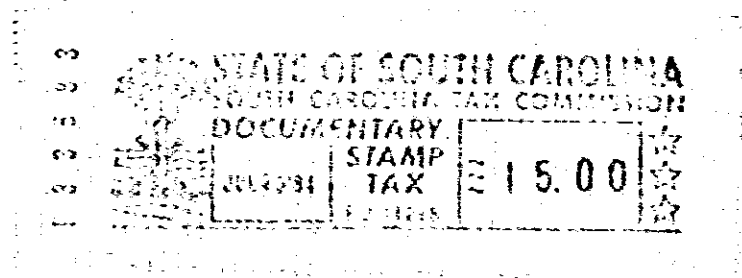
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, on the southern side at Roberta Drive being known and designated as Lot 51 as shown on Plat No. 3 of Cherokee Forest prepared by J. MacRichardson in January, 1958 and recorded in the RMC Office for Greenville County in Plat Book QQ at Pages 36 and 37 and having the following metes and bounds to wit:

BEGINNING at an iron pin on the southren side of Roberta Drive at the joint front corner of Lots 51 and 50, and running thence with the joint line of said Lots 51 and 50, S. 15-58 W. 191.7 feet to an iron pin in the subdivision property line; thence with said property line, N. 73-45 W. 100 ft. to an iron pin at the joint rear corner of Lots 51 and 52; thence with the common line of said Lots 51 and 52, N. 15-58 E. 216.2 ft. to an iron pin on the southern side of Roberta Drive; thence with the southern side of Roberta Drive the following courses and distances: S. 74-02 E. 51 ft. to an iron pin, S. 66-35 E. 35 ft. more or less to an iron pin, and S. 66-35 E. 24 ft. to the point of beginning.

SAID property being the same property conveyed to the mortgagors, Clarence J. Stephenson and Marion R. Stephenson by deed of James C. Stephenson and Susan M. Stephenson as recorded in the RMC Office for Greenville County in Deed Book 1045 at Page 413 on November 1, 1976.

THE property located at 404 Roberta Drive, Greenville, S.C. as described above is the sole security for this mortgage and note.

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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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