

ADDRESS: 312 McCarter Ave.
Greenville, SC

MORTGAGE - INDIVIDUAL FORM - MITCHELL & ARIAH, GREENVILLE, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robinson H. Stubley, Jr. and Elaine W. Stubley

(hereinafter referred to as Mortgagor) is well and truly indebted unto Joseph C. Bannister, 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

Twelve Thousand Four Hundred Twenty-Four and 93/100-- Dollars (\$ 12,414.93) due and payable as provided in the terms of the promissory notes of even date herewith, said terms are incorporated herein by reference.

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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:

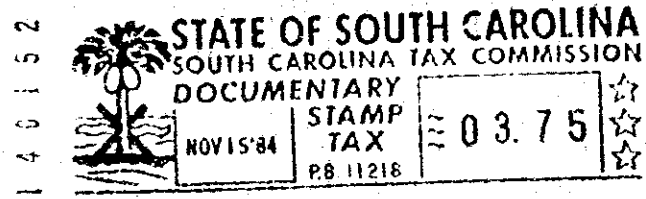
ALL that piece, parcel or lot of land in the State of South Carolina, County of Greenville, on the northeastern corner of Wembley Road and Hialeah Road, in the City of Greenville, being the major portion of Lot 366, as shown on plat of Gower Estates, recorded in Plat Book XX at Page 107, and according to a revised Plat made by R. K. Campbell on September 18, 1965, recorded in Plat Book MMM at Page 101, is described as follows:

BEGINNING at an iron pin at the northeastern corner of Wembley Road and Hialeah Road, and running thence with the curve of the northern side of Hialeah Road, the chords of which are N. 72-31 E. 66 feet and N. 66-10 E. 92.2 feet to an iron pin at the corner of Lot No. 367; thence with the line of said lot, N. 22-45 W. 93 feet to an iron pin at the corner of property of J. Alvin Gilreath; thence with the line of said property, S. 89-53 E. 128.2 feet to an iron pin on Wembley Road; thence with the eastern side of said Road, S. 2-35 W. 126 feet to an iron pin at the corner of Hialeah Road; thence with the curve of the intersection, the chord of which is S. 55-54 E. 27.7 feet to the beginning corner.

The above property is the same property conveyed to the mortgagors by deed of M. G. Proffitt, Inc. recorded May 6, 1966 in Deed Book 797 at Page 629.

This mortgage is a second mortgage junior in lien to that mortgage given to American Federal Savings and Loan Association in the original sum of \$51,000.00 recorded recorded in Mortgage Book 1588 at Page 513.

This mortgage secures two promissory notes of the mortgagors of even date herewith in the sum of \$12,000.00 and in the sum of \$424.93.



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Together with all and singular rights, members, herditaments, 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.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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