

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville } FILED
GREENVILLE CO. S. C.

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

WHEREAS, **WILLIAM C. STUART** '80
DONOR
(hereinafter referred to as Mortgagor) is well and truly indebted unto

ALENE B. TIMMONS

(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

ELEVEN THOUSAND

Dollars (\$ 11,000.00) due and payable

in one hundred eighty (180) consecutive equal monthly installments of \$118.21, commencing April 1, 1980, and continuing on the same date of each succeeding month thereafter until the full amount is paid,

with interest thereon from date at the rate of 10% per centum per annum, to be paid: monthly

IF PAID BEFORE THE EXPIRATION DATE, A PENALTY OF 3% OF THE BALANCE DUE AT THAT TIME SHALL BE ADDED TO THE TOTAL PAYOFF

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, being shown and designated as Lot No. 1 on a Plat of ESTATE OF RESSIE N. KINION, prepared by Dalton & Neves, Engineers, dated October, 1948, and according to said Plat, having the following metes and bounds:

BEGINNING at an iron pin on Piney Mountain Road at the corner of Lot No. 4 and running thence S 64-48 W, 195.5 feet to an iron pin; thence S 15-35 E, 90 feet to an iron pin; thence N 66-04 E, 207.2 feet to an iron pin on Piney Mountain Road; thence with said Road, N 23-23 W, 94 feet to an iron pin, the point of beginning.

ALSO

ALL that piece, parcel, or lot of land known as Lot No. 1 of a Subdivision or recutting of Lot No. 2, corner of Claremont Drive and Piney Mountain Road, shown on Plat of Ressie N. Kinion Property, as follows:

BEGINNING at an iron pin on Piney Mountain Road at the corner of Lot No. 1 and original Lot No. 2 of the Ressie N. Kinion Property; thence S 66-04 W, 87.2 feet to an iron pin; thence S 15-51 E, 112.7 feet to an iron pin on Claremont Drive; thence N 54-55 E, 76.7 feet to an iron pin; thence N 27-45 E, 22 feet; thence with Piney Mountain Road, N 11-45 W, 87.5 feet to an iron pin, the point of beginning.

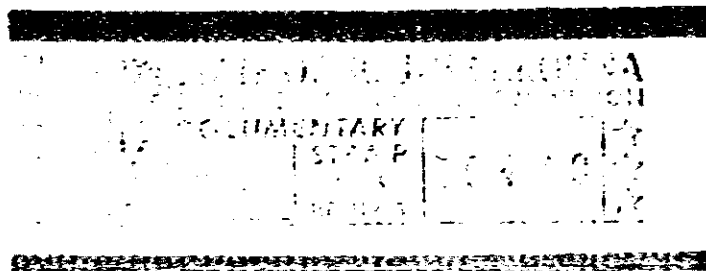
ALSO

ALL those certain lots of land in Greenville County, South Carolina, on the northern side of Claremont Drive, designated as Lots 2 and 3 of the Property of Walter W. Goldsmith and Henry P. Willimon, as shown on Plat made by J. C. Hill, February 27, 1958, and having the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of Claremont Drive, and running thence N 74-25 E, 60 feet to a pin; thence N 54-55 E, 62.2 feet to a pin; thence N 15-51 W, 112.7 feet to a pin; thence S 66-04 W, 120 feet; thence S 15-35 E, 115.7 feet to the beginning corner.

This is the same property conveyed to the Mortgagor herein by deed of Alene B. Timmons, dated March 13, 1980, to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE



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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