

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE S.C.
3 45 PM '80
MORTGAGE OFFICE
GREENVILLE S.C.

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

WHEREAS, Jimmy L. Stephens and Deborah G. Stephens

(hereinafter referred to as Mortgagor) is well and truly indebted unto William R. Rowan, III, and Judith G. Rowan, whose address is 6 Old Mill Court, Taylors, S.C., 29687,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of ~~XXXXXX~~ ^{Jan. 5, 1979} ~~XXXXXX~~, the terms of which are incorporated herein by reference, in the sum of -----

Sixteen Thousand Eight Hundred and No/100----- Dollars (\$ 16,800.00) due and payable as per the terms of said note;

with interest thereon from Jan. 5, 1979, ~~XXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ to be paid: as per the terms 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 northeastern side of Birnam Court, being known and designated as Lot 5 on a plat of BIRNAM WOODS, made by R.B. Bruce, RLS, 4/19/73, recorded in the RMC Office for Greenville County, S.C., in Plat Book 5-D, Page 56, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southeastern side of an unnamed street at the joint front corner of Lot 5 and property of Mountain Brook Subdivision, and running thence along the common line of said Lot 5 with Mountain Brook Subdivision S. 8-02 E. 175 feet to an iron pin; thence along the common line of Lots 4 and 5, S. 80-17 W. 204.3 feet to an iron pin on the northeastern side of Birnam Court; thence along the said Birnam Court N. 8-28 W. 110 feet to an iron pin; thence N. 5-36 W. 16 feet to an iron pin; thence following the curve of the intersection of Birnam Court with an unnamed street, the chord of which is N. 34-0 E., 38.5 feet to an iron pin; thence along the said unnamed street N. 73-36 E. 181.3 feet to the point of beginning.

This being the identical property conveyed to the mortgagors herein by deed of Jack E. Shaw Builders, Inc. dated March 10, 1977, and recorded March 16, 1977, in the RMC Office for Greenville County, S.C., in Deeds Book 1052, Page 742.

This is a second mortgage and is given as additional security for the promissory note above described. No new indebtedness has been created between the mortgagors and the mortgagees. The Mortgage is recorded in REM Book 1454 Page 540.

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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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