MORTGAGE OF REAL ESTATE-PRESENT ELEVAND RILEY, Attorneys at Law, Greenville, S. C. 2001 1359 PLS 19

COUNTY OF GREENVILLE DONNIE S. TANKER SLEY

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

WHEREAS,

MOODROW F. STEWART and MAUREEN T. STEWART

(hereinafter referred to as Mortgagor) is well and truly indebted unto BUILDERS & DEVELOPERS, INC.

(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

on or before six months after date or when the Stewarts house on Croft Street is sold, whichever comes first,

with interest thereon from

date

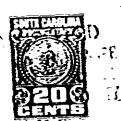
at the rate of nine (9%) per centum per annum, to be paid: at maturity

WHEREAS, the Mortgagor may bereafter 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dellars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, burgained, sold and released, and by these presents does grant, burgain, sell and release unto the Mortgagoe, 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 located on Croft Street, in the City of Greenville, and having such metes and bounds as shown on the deed to the mortgagors herein recorded August 16, 1974 in REM Volume 1005 at page 69.

This mortgage is a third mortgage to mortgage in favor of C. Douglas Wilson & Co., in the original amount of \$15,400.00, recorded February 28, 1969, in REM Volume 1118 at page 305 and a second mortgage in favor of First Piedmont Bank & Trust Co., in the original amount of \$4,725.00, recorded April 18, 1975 in REM Volume 1337 at page 736.



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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV-2