

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C.  
SEP 19 9 40 AM '84  
DOHNIE S. LUKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W. S. STOVALL AND PAULETTE B. STOVALL

(hereinafter referred to as Mortgagor) is well and truly indebted unto JERRY DEAN COX AND CYNTHIA J. COX

(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

Sixteen Thousand Five Hundred and No/100-----  
Dollars (\$ 16,500.00 ) due and payable

in accordance with terms of note of even date herewith

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

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

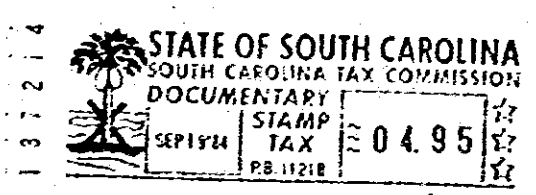
Greenville, as shown on plat of property entitled "Estate of Vina P. McCauley", dated April, 1975, prepared by Dalton & Neves, Engineers, recorded in the R.M.C. Office for Greenville County in Plat Book SJ, Page 29 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Thompson Avenue at the joint corner of property now or formerly of Alester G. Furman, III and running thence N. 79-50 E., 117.7 feet to an iron pin; thence continuing with the line of Thompson Avenue S. 63-38 E., 843 feet to an iron pin; thence continuing with said Avenue N. 82-44 E., 100.3 feet to an iron pin; thence continuing with said Avenue N. 64-37 E., 90.5 feet to an iron pin; thence continuing with said Avenue N. 43-04 E., 86.7 feet to an iron pin; thence continuing along said Avenue N. 12-50 E., 76.8 feet to an iron pin; thence N. 45-39 W., 93.1 feet to an iron pin; thence N. 44-42 W., 74.1 feet to an old iron pin at the joint corner of property now or formerly of Cass; thence running with the line of said Cass property S. 63-10 W., 141.1 feet to an old iron pin; thence S. 41-59 W., 305.4 feet to an iron pin at the point of beginning, passing over an iron pin 10 feet back on line.

This is the same property conveyed to the mortgagors by deed of B. L. Johnson recorded simultaneously herewith.

It is agreed that a portion of the above-described property shall be released from this mortgage upon the reduction of the mortgage balance by the mortgagors in an amount equal to the percentage of property to be released as it relates to the entire tract.

RECORDED  
1 SEP 19 84  
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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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