

Mortgagee's Address: 304 N. Church St., Greenville, SC 29601

VOL 1044 PAGE 777

MORTGAGE OF REAL ESTATE—Offices of **LEATHERWOOD, WALKER, TODD & MANN**, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DOORIE

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

WHEREAS, Stone and Stone Associates, a North Carolina General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto **John K. Earle**

(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

Forty-five Thousand, Eight Hundred, Forty-three and 75/100 Dollars (\$45,843.75) due and payable

in accordance with the terms of said note, all payments to be made on or before January 20, 1988.

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

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, the Mortgagee's heirs, 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, and being shown as a 2.75 acre tract of land according to a plat entitled Stone & Stone Associates by Webb Surveying and Mapping Company dated December, 1983 and having, according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin located on the southern side of White Horse Road, said iron pin being 1,958 feet more or less from the intersection of White Horse Road and the Old Grove Road, and running thence with the southern side of White Horse Road S. 77-10 E. 400 feet to an iron pin; thence S. 12-00 W. 300 feet to an iron pin; thence N. 77-10 W. 400 feet to an iron pin; thence N. 12-00 E. 300 feet to an iron pin on the southern side of White Horse Road, the point of BEGINNING.

Being a portion of the same property conveyed to the mortgagor herein by deed of John K. Earle said deed being dated January 20, 1984 and recorded in the R. M. C. Office of Greenville County in Deed Book 1204 at page 862.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
JAN 20 84
STAMP
TAX
RD. 11218
18.36

LEATHERWOOD, WALKER, TODD & MANN

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.

0776

7328-1121