

GREENVILLE CO. S. C.

1400 211

JAN 23 12 42 PM '79

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

CONNIE S. TANKERSLEY
R.H.C.

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

WHEREAS, JAMES T. STUTTS and PAMELA E. STUTTS

(hereinafter referred to as Mortgagor) is well and truly indebted unto

ROBERT L. GARRISON and RAYE B. GARRISON

(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

Two thousand one hundred - - - - - Dollars (\$ 2,100.00) due and payable
in five equal, annual installments of \$420.00, commencing one year
from date

with interest thereon from date at the rate of 8 1/2 per centum per annum, to be paid: annually

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:

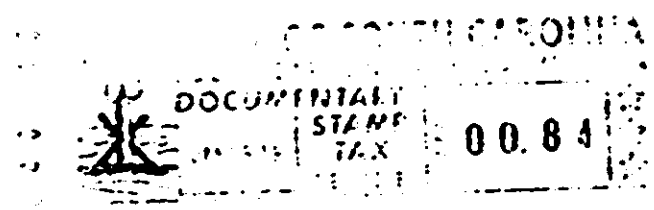
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, Paris Mountain Township, being the greater portion of Lot 90, Dronfield Court, as shown on a Plat of BUXTON Subdivision, recorded in the RMC Office for Greenville County in Plat Book 4-N, at Page 3, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the easterly side of Dronfield Court, joint front corner of Lots 89 and 90, and running thence with the common line of said Lots, S 63-47 E, 112.85 feet to an iron pin on the western side of Crestwood Drive; thence S 27-34 W, 222.45 feet to an iron pin; thence S 43-55 W, 4.05 feet to an iron pin; thence with a new line through Lot 90, N 58-12 W, 18.7 feet to an iron pin on the joint line of Lots 90 and 91; thence with the common line of said lots, N 7-45 W, 220 feet to an iron pin on the southerly side of the turnaround of Dronfield Court; thence with the curve of said Court, the chord of which is N 66-27 E, 55 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of the Mortgagees, dated January 26, 1979, to be recorded simultaneously herewith.

This mortgage is junior in lien to that certain mortgage in favor of Fidelity Federal Savings & Loan Association, recorded in REM Book 1349, at Page 628, on September 26, 1975.



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 improvements, 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 Mortgagee covenants that it is lawfully seized of the premises heretofore 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

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