

10-20-79
Greenville, S.C. 29703

REC-10 S.C.

1543-373

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

3:48 PM '81 MORTGAGE OF REAL ESTATE

SONN... TO ASL BY WHOM THESE PRESENTS MAY CONCERN:
R.H.C.

WHEREAS, JOHN J. STUBBLEFIELD, SR. AND CAROL F. STUBBLEFIELD

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

(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 **Ninety Thousand and 00/100** Dollars, \$ 90,000.00 due and payable

in full ninety (90) days from date herein.

with interest thereon from date at the rate of ~~one (1%)~~ ^{of one (1%)} percent greater than Northwester Bank's prime interest rate.

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 eastern side of Saint Marks Road, containing 3.3 acres, more or less, according to plat made by Kermit T. Gould, Surveyor, dated September 17, 1979, recorded in Plat Book XXXXXXXXXXXXXXXXXX RMC Office for Greenville County, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING AT an iron pin at the intersection of Saint Marks Road and an unimproved dirt road, thence along the unimproved dirt road, N. 52-17 E., 155 feet to an iron pin; N. 52-17 E., 150 feet to an iron pin; N. 52-17 E., 50 feet to an iron pin; N. 63-17 E., 20 feet to an iron pin at the joint corner of Lot No. 19; thence with said lot, S. 33-36 E., 213 feet to an iron pin at an existing paved road; thence along the existing paved road, S. 38-09 W., 70 feet to an iron pin; S. 8-27 W., 70 feet to an iron pin; S. 30-31 E., 254.8 feet to an iron pin; thence leaving said road and running in a southwesterly direction for a short distance with property of Greer to an old iron pin; thence continuing with said Greer property S. 51-57 W., 170.5 feet to an old iron pin on Saint Marks Road; thence with said road, N. 42-48 W., 205.8 feet to an old iron pin; N. 38-07 W., 104.8 feet to an iron pin; thence turning and running N. 52-17 E., 155 feet to an iron pin; thence N. 38-07 W., 140 feet to an iron pin; thence S. 52-17 W., 155 feet to an iron pin on Saint Marks Road; thence with said road, N. 38-07 W., 70 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Corrine D. Malone as recorded January 16, 1979, in the RMC Office for Greenville County in Deed Book 1095, at Page 460.

FUTURE ADVANCES: Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus \$500,000.00.

Mortgagee's address:

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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