

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S.C.
DEC 31 1981
DONN...
ANDERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, D AND M ASSOCIATES, a partnership (Donald L. Stegall and Michale W. Neal)

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

THREE ASSOCIATES, a general partnership

(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

FIFTY THOUSAND and 00/100----- Dollars (\$50,000.00) due and payable in 120 equal monthly installments of \$717.36 each, beginning on February 15, 1982, and continuing monthly thereafter, each payment to be first applied to accrued interest at the rate below, balance to principal;

with interest thereon from December 30, '81 at the rate of 12 per centum per annum, to be paid: monthly as above

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,

in Gantt Township, being known and designated as the rear portion of Tract # 6 as shown on a Plat of Property of E. A. Smythe, et al, recorded in Plat Book D at Page 107, except that 15 foot strip of land at the rear of Tract # 6 which has been used for the construction of a road (road is parallel to Tract # 2), which is more particularly described as follows:

BEGINNING at an iron pin on the New Road at the joint corner of Tracts #s 6 & 7, and running thence N. 58-36 W., 282.6 feet; thence in line parallel to the road above referenced N. 31-50 E., 114 feet to a point on the joint line of Tract #s 5 & 6; thence along the line to Tract # 5 S. 58-36 E., 282.6 feet to an iron pin on the side of the New Road above referenced; thence along the Western line of said road S. 31-50 W., 114 feet to the point of beginning.

AND ALSO all that parcel of land in Gantt Township, Greenville County, S. C., known and designated as the rear portion of Lot # 7 of the property of E. A. Smythe, et al, as shown on Plat of the same made by Dalton and Neves, November, 1935, recorded in the R.M.C. Office for Greenville County in Plat Book D at Page 171 and more fully described as follows:

BEGINNING at a stake on the joint line of Lots 7 and 8 on said Plat, which stake measures along the joint line of the said lots 339.2 feet south from Piedmont Road, U.S. Hwy. 29, said stake being at the rear corner of property sold to Granger and running thence N. 31-50 E., 121 feet to a stake on the joint line of Lots 6 and 7; thence along the line of lot # 6, S. 58-36 E., 322.8 feet more or less; thence S. 31-50 W., 121 feet to the joint rear corner of lots 7 and 8; thence along line of # 8 N. 58-36 W., 322.8 feet to the point of beginning.

This conveyence is made subject to all rights of way, easements or other encumbrances or encroachments of record.

DERIVATION: This is a portion of the property conveyed to THREE ASSOCIATES by deed from the CHERRYHILL CORPORATION, said deed dated 9/29/79, recorded in the R.M.C. Office for Greenville County in Volume 1112, Pages 737 through 740, said deed recorded 10/1/79.

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 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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