

Mortgagee's Address: *Route 7, Von Hollen Drive, Gist, SC 29604*
VOL 1045 PAGE 668

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } FILED
S.C. S.C.

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

WHEREAS, *DUNN* James R. Clardy, Sr. and Mark K. Stewart
R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto W.H. Von Hollen

(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 Twenty Thousand and no/100-----

-----Dollars (\$ 20,000.00) due and payable

as per the terms of that promissory note dated January 27, 1984.

with interest thereon from date at the rate of 13.0% 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

ALL that piece, parcel or lot of land on the northern side of Henderson Avenue near the City of Greenville being shown as Lot 178 on a plat of Augusta Acres recorded in Plat Book S at Page 201 and described as follows:

BEGINNING at a stake on the northern side of Henderson Avenue 375 feet west from Chatham Drive at the corner of Lot 117; thence with the line of said lot N. 1-56 W. 257.3 feet to a stake; thence S. 86-52 W. 100.4 feet to stake at corner of Lot 179; thence with the line of said lot S. 1-56 E. 248.4 feet to a stake on Henderson Avenue; thence with the northern side of said avenue S. 88-04 E. 100 feet to the beginning corner.

This being the same property conveyed to the mortgagors herein by deed of James R. Qualls and recorded herewith.

STATE OF SOUTH CAROLINA
NORTH CAROLINA TAX COMMISSION
DOCUMENTARY
JAN 27 '84
STAMP TAX \$ 08.00
FB 1118

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 defend singular and regular title to the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

10990

4328-17-21