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State of South Carolina,

known and designated as the MORTGAGEE;

MORTGAGE OF REAL ESTATE

THIS INDENTURE, made the 16th day of January , in the year one thousand nine hundred and fifty-nine , between MARJORIE E. SCHMIDT _________, being hereinafter known and designated as the MORTGAGOR, and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation organized and existing under the laws of the State of New York, having its principal office in the Borough of Manhattan, of the City of New York, being hereinafter

WITNESSETH, WHEREAS, the said mortgagor is justly indebted to the said mortgagee in the sum of Twenty-five Thousand and No/100ths------ Dollars (\$ 25,000.00) and has agreed to pay the same with interest thereon, according to the terms of a certain note or obligation bearing even date herewith, to which note reference is specifically made, providing for the payment thereof in instalments, the last of which is due and payable on the first day of February 19.79.

NOW THIS INDENTURE WITNESSETH, that the mortgagor, for the better securing the payment to the said mortgagee of the said sum of money mentioned in said note or obligation, with interest thereon, and also for and in consideration of the sum of One Dollar to the mortgagor in hand paid by the mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and convey unto the said mortgagee, its successors and assigns, forever all that piece or parcel of land lying and being in _______, County of _______, South Carolina, described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and within the corporate limits of the City of Greenville, being known and designated as Lot No. 38, of a subdivision known as Stone Lake Heights, Section 1, as shown on plat thereof prepared by Piedmont Engineering Service, June, 1952, recorded in the R.M.C. Office for Greenville County in Plat Book BB at page 133, and having according to said plat and also according to a more recent plat prepared by Piedmont Engineering Service, dated January 16, 1959, entitled "Property of Marjorie E. Schmidt", the following metes and bounds:

BEGINNING at an iron pin on the Eastern edge of Lakecrest Drive, joint front corner of Lots Nos. 37 and 38, and running thence along the joint line of said lots, S. 72-40 E. 235.7 feet to a point on the margin of Stone Lake, the joint rear corners of said lots; thence following the margin of Stone Lake, the traverse line of which is N. 17-20 E. 100 feet to a point on the margin of Stone Lake, the joint rear corner of Lots Nos. 38 and 39; thence along the joint line of said lots N. 72-40 W. 215.8 feet to an iron pin on the Eastern edge of Lakecrest Drive, the joint front corners of said lots; thence along the Eastern edge of Lakecrest Drive, S. 17-22 W. 100 feet to the beginning corner.

TOGETHER with all the rights and privileges of the mortgagor herein in and to the bed and waters of Stone Lake as provided in the deed to the mortgagor herein from T.C. Stone, E.E. Stone, and Harriet M. Stone, individually and as Trustee for E.E. Stone, dated October 8, 1953, and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 487 at page 201.

This is the identical property conveyed to the mortgagor herein by deed of T.C. Stone, E.E. Stone, and Harriet M. Stone, individually and as Trustee for E.E. Stone, dated October 8, 1953, and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 487 at page 201.

MATISFIED AND CANCELLED OF RECORD

17

BAY OF J.D., 1973

Llannie & Jankowski, 5. C.

R. M. C. FOR GREENVILLE COUNTY, 5. C.

AT 3:10 OCLOCK P. M. NO. 1717