GREEN

GREENVILLE CO. S. C.

888 1387 PASE 557

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHIRE STANKERSULLY MORTGAGE OF REAL ESTATE

ONE ESTANKERSULLY

ROBOTTO ALL WHOM THESE PRESENTS MAY CONCERN

ROBOTTO ALL WHOM THESE PRESENTS MAY CONCERN THES

WHEREAS,

ROBERT W. STEPHENS

thereinafter referred to as Mortgagor) is well and truly indebted unto DOUGLAS H. MOSLEY and JAMES T. MOSLEY

(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

Twelve Thousand Five Hundred and no/100-----

Dollars (\$12,500.00) due and payable

as follows: One Thousand (\$1,000.00) Dollars down, balance of \$11,500.00 due and payable ninety (90) days from date with interest from maturity at the rate of eight per centum (8%).

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, State of South Carolina, on the northwest side of Churchill Avenue, being known and designated as Lot No. 39 of a subdivision known as Piedmont Estates, as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book M, at Page 123, and having the following metes and bounds, to-wit:

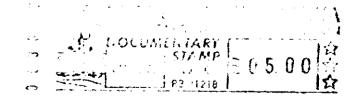
BEGINNING at an iron pin on the northwest side of Churchill Avenue at the corner of Lot No. 38, which point is 55 feet southwest of the intersection of Churchill Avenue and Eisenhower Street, and running thence along the northwest side of Churchill Avenue, S. 23-15 W. 60 feet to an iron pin at the corner of Lot No. 40; thence along the line of that lot, N. 66-0 W. 176.5 feet to an iron pin; thence N. 24-00 E. 60 feet to an iron pin at the rear corner of Lot No. 38; thence along the line of that Lot, S. 66-0 E. 175.7 feet to the beginning corner.

This conveyance is made subject to any restrictions, rights-of-way, or easements that may appear of record on the recorded plat(s) or on the premises.

This is the same property conveyed to the Mortgagees by deed recorded in the RMC Office of Greenville County, South Carolina, in Deed Book 995, Page 455.

This is the same property as that conveyed to the Mortgagor herein by deed from Douglas H. Mosley and James T. Mosley recorded in the RMC Office for Greenville County on January 12, 1976.

The mailing address of the Mortgagees herein is Route 3, Box 148, Belton, S. C. 29627.



the state of the s

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 seszed 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.

4328 RV-23