LAW OFFICES OF BRISSRYXXXXVVIANCEAYSSONXVSWETHER GRARDAR FOR GREENVILLE, SOUTH CAROLINA 800x1587 FASE640

ANDERSON AND EAYSSOUX, MORTGAGE OF REAL ESTATE 00. S. C.

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

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE JEC

WHEREAS Andrew J. Mauldin, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto American Federal Savings and Loan Association,

(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 Two Hundred Thirty Five Thousand Nine Hundred Seventeen and

------Dollars (\$ 235,917.60) due and payable

AS STATED IN NOTE OF EVEN DATE.

with interest thereon from

at the rate of

per centum per annum, to be paid:

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's heirs, 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 South side of East Stone Avenue, being known and designated as Lots No. 48 and 49 of Section H of Stone Land Company property as shown on plat thereof, recorded in the RMC Office for Greenville County in Plat Book "A", at Pages 337-345, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of East Stone Avenue, which pin is 120 feet East from the Southeast corner of the intersection of Bennett Street and East Stone Avenue, and running thence with the South side of said East Stone Avenue, S. 71-50 E. 120 feet to corner of lot now or formerly owned by Parks; thence with Parks' line, S. 20-19 W. 175 feet; thence N. 71-50 W. 120 feet; thence N. 20-19 E. 175 feet to the beginning corner.

This being the same property acquired by the Mortgagor by deed of Rex O'Steen Chevrolet, Inc. recorded in the RMC Office for Greenville County in Deed Book 1070 at Page 200 on December 15, 1977.

ALSO: ALL of that certain piece, parcel or lot of land in the State of South Carolina, Greenville County, City of Greenville, lying on the southern side of East Stone Avenue and the eastern side of Bennett Street and being a portion of Lots 46 and 47, Section H, shown on a plat of Stone Land Company recorded in the RMC Office for Greenville County in Plat Book A, Page 337, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the southern side of East Stone Avenue at the joint front corner of Lots 47 and 48 as shown on the aforementioned plat, which point is \$. 71-50 E. 120 feet from the southeast intersection of East Stone Avenue and Bennett Street and running thence with the common line of Lots 47 and 48, S. 20-19 W. 175 feet to a point on the line of Lot No. 51; thence along the line of Lot No. 51, N. 71-50 W. 120 feet to a point on the eastern side of Bennett Street; thence with the eastern side of Bennett Street, N. 20-19 E. 75 feet to a point; thence S. 71-50 E. 90 feet to a point; thence N. 20-19 E. 100 feet to a point on the southern side of East Stone Avenue; thence with the southern side of East Stone Avenue, S. 71-50 E. 30 feet to the point of beginning.

This being the same property acquired by the Mortgagor by deed of Daniel Denby Davenport, Jr., et al recorded in the RMC Office for Greenville December 26, 1979.

> OF SOURT CAROUNA POCHMENTARY

MORTGAGEE'S MAILING ADDRESS: P. O. Box 1268 Greenville, S. C. 29602

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 beirs, successors and assigns, forever.

The Mortgagor covenants that is 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.