MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA FHLED GREENVILLE TO ACL WHOM THESE PRESENTS MAY CONCERN: GREENVILL SEP 8 1 38 PH 183 DONNIE'S WARRENSLEY

DONALD L. STEGALLE WHEREAS,

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

whose address is MARY ELLEN STARGEL, 3203\_WHITE\_HOUSE\_KAAO\_\_\_ GREENHUE , SOUTH CAROUNA 296611

(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

ONE HUNDRED THOUSAND AND NO ONE HUNDRETHS -----Dollars (\$ 100,000.00) due and payable

in 120 equal monthly instalments of \$1,321.14, beginning on November 15, 1983 and continuing on the fifteenth of each month thereafter, with each instalment including interest which has been amortized; (included in the

with interest thereon from Sept. 8, '83 at the rate of ten (10%) per centum per annum, to be paid: monthly payments)

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 Greenville, in Cochran Heights, as shown on a Plat State of South Carolina, County of

(Property of Mrs. N. C. Cochran Estate) prepared by C. O. Riddle, Surveyor, in November, 1952, and being shown as lot No. 7, on said Plat, and also the parcels of land adjoining and being in the rear of Lots 8, 9 10 and II of said Plat, and having according to the said Plat, the following courses and distances:

(lot No. 7) BEGINNING at a point on White Horse Road, at the joint front corner of Lots 6 and 7, and running thence with the line of said lots S. 59-05 W., 150 Feet to Lot 8; thence S. 30-55 E. 84.3 feet; thence N. 35-54 E., 150.3 feet to White Horse Road; thence with White Horse Road, N. 30-55 W., 75.6 feet to the point of beginning, being parcel  $\underline{242.4-1-32}$  of the Greenville County Tax Maps,

(rear portions of lots 8, 9, 10 and II) BEGINNING at the southern corner of Lot number 7, and running thence S. 55-54 W., 149.8 feet; thence S. 85-24 W., 160.1 feet to the joint rear corner of Lots II and 12,; thence with the rear lines of Lots 11 and 10, N. 62-25 E., 150 feet; thence with the rear lines of Lots 9 and 8, n. 62-44 E., 150 feet to the rear line of Lot 7,; thence with the line of Lot 7, S. 30-55 E., 44.5 ft. to the point of beginning, being parcel 242.4-1-34 of the Greenville Co. Tax Maps;

DERIVATION FOR THE ABOVE TWO PARCELS: This is a portion of the property willed to the mortgagee by J.D. Amzi Stargel as shown in file 1348/21 in the Probate Court of Greenville Co.; and which was transferred to the testator by deed from J. M. Cochran, et al, dated and recorded July 13, 1967 in Deed Book 823 at Page 412 in the RMC of Greenville Co.; AND ALSO:

Those two parcels of land located in Greenville Co. SC, as shown on a Plat entitled "Property of J. D. Stargel", prepared by J. C. Hill, which is recorded in the RMC Office for Greenville Co. in Plat Book III at Page 85-B, reference to which is craved for a more complete description of the metes and bounds thereof, being parcels 242.4-1-33 and 242.4-1-35 of the Greenville County Tax Maps;

DERIVATION: The two parcels immediately above described were willed to the mortgagee by J. D. Amzi Stargel as shown in file 1348/21 of the Probate Court for Greenville Co., SC (see also 770/517 and 770/518);

SYMP E 40.0

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 soized of the premises heireinabove 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.

GREENVILLE OFFICE SUPPLY CO. INC.

 $\langle 1 \rangle$ 

1 5 t

the state of the s