

102 Montgomery Rd  
Greenville SC

VOL 1403 PAGE 288

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

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

WHEREAS, Hillard S. Kloda, Trustee

(hereinafter referred to as Mortgagor) is well and truly indebted unto William J. Hancock and Patricia L. Hancock--

(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

--Eleven Thousand and No/100-- Dollars (\$11,000.00-- ) due and payable  
on or before September 1, 1989, repayable in equal annual installments of  
One Thousand and No/100 (\$1,000.00) Dollars each, commencing on September  
1, 1979 and an equivalent amount on the first day of September of each  
consecutive year thereafter until paid in full

with interest thereon from -0- at the rate of -0- per centum per annum, to be paid: -0-

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, on the western side of Oriole Street near the City of Greenville, being shown as Lot No. 21 on a plat of Wade Hampton Gardens recorded in the R.M.C. Office for Greenville County in Plat Book "MM" at Page 199, and being more particularly described as follows:

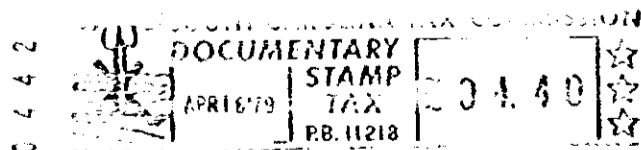
BEGINNING at an iron pin on the western side of Oriole Street, 313.1 feet south from Lee Road, at the corner of Lot No. 20 and running thence with the western side of said Street, S. 18-57 W. 108 feet to an iron pin at the corner of Lot No. 22; thence with line of said Lot, N. 71-03 W. 165 feet to an iron pin in line of Lot No. 13; thence with the line of Lots Nos. 13 and 14, N. 18-57 E. 108 feet to an iron pin at the corner of Lot No. 20; thence with line of said Lot, S. 71-03 E. 165 feet to the point of beginning.

It is mutually agreed and understood by the parties hereto that the lien of this mortgage is junior and subordinate to that certain real estate mortgage on the same tract heretofore given by James E. Hardin in favor of C. Douglas Wilson and Co. as recorded in Mortgage Volume 929 at Page 359 in the said R.M.C. Office, which mortgage has been assumed this date by the mortgagor herein.

The abovedescribed property is the same conveyed April 16, 1979 to the mortgagor as Trustee for William C. Stuart and Carol P. Stuart, which deed has been recorded in Deed Volume 100 at Page 622 in the said R.M.C. Office.

The mortgagor serves as Trustee for William C. Stuart and Carol P. Stuart with full power of sale, transfer, or other conveyance to or for the benefit of the said William C. Stuart and Carol P. Stuart. Any transferee from the said Hillard S. Kloda is relieved of the obligation to see to the application of any proceeds from such sale, if any.

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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 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.

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