

MORTGAGEE'S ADD: 333 Wade Hampton  
Blvd., Greenville, S. C. 29603

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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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JUN 25 9 55 AM '79  
DONNIE S. TANKERSLEY  
R.M.C.  
MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Ruth M. Stidham,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jesse L. Hartley, Jr.

(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 Five Thousand Six Hundred and No/100

Dollars (\$ 5,600.00) due and payable

with interest thereon from May 23, 1979 at the rate of ten (10) per centum per annum, to be paid: Monthly, beginning on the first day of June, 1979 and monthly payments of One Hundred Three and 75/100 (\$103.75) Dollars and on the same day of each month thereafter until paid in full; CONTINUED \*

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, in Travelers Rest, known as Lot 41 on plat of Sunny Acres, recorded in Plat Book BB, at Page 168, and having the following metes and bounds, to-wit:

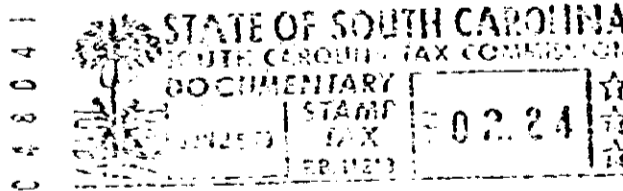
BEGINNING at an iron pin on the northern side of Cox Drive, at the corner of Lot 42, and running thence N 33 W, 146.5 feet to an iron pin; thence N 57 E, 75.09 feet to an iron pin; thence S 33 E, 149.1 feet to an iron pin on the northern side of Cox Drive, thence with said Drive S 56-05 W, 75 feet to the point of beginning.

THIS property is subject to restrictions in Deed Book 496, at Page 129 and to an agreement to widen the road with the County in Deed Book 944, at Page 184, and subject to any other existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record in the RMC Office for Greenville County, on the recorded plat(s) or the premises.

THIS being the same property conveyed unto the Mortgagor by deed of Jesse L. Hartley, Jr., dated May 23, 1979, recorded in the RMC Office for Greenville County in Deeds Book 1103, at Page 177 on the 24 day of May, 1979.

THIS mortgage is second in priority to that of Greer Federal Savings & Loan Association in the principal sum of Twenty-four Thousand Seven Hundred and No/100 (\$24,700.00) Dollars, recorded in Mortgages Book 1467, at Page 492, on May 24, 1979.

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CONTINUED \*: all interest not paid when due to bear interest at the same rate as principal.

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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