

No Title Check

MORTGAGE OF REAL ESTATE

BOOK 1501 PAGE 783

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

CO. S. C.
12 32 PM '80
R. M. C. OFFICE
GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOSEPH BUTLER STEVENS AND MARTHA C. STEVENS

(hereinafter referred to as Mortgagor) is well and truly indebted unto GUY B. FOSTER TRUST FUND

(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 and no/100ths

-----Dollars (\$ 5,000.00-----) due and payable

in the amount of Sixty-Two and 50/100ths (\$62.50) Dollars, which is considered interest payments only, beginning on May 1, 1980 and the same amount each and every month thereafter until April 1, 1983 at which time the principal sum of Five Thousand and no/100ths (\$5,000.00) Dollars shall be immediately due and payable.
with interest thereon from May 1, 1980 at the rate of 15% per centum per annum, to be paid monthly

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, and having according to a plat shown as Property of R. F. Lawhon and Sara M. Lawhon, said plat being recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 5-K, Page 42, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Townes Street, said pin being 210 feet North from the northeast corner of the intersection of Townes Street and West Earle Street and runs thence S. 85-10 E. 105 feet to an iron pin; thence S. 7-00 W. 50 feet to an iron pin; thence N. 85-10 W. 105 feet to an iron pin on Townes Street; thence along Townes Street N. 7-00 E. 50 feet to an iron pin, to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Alvin J. Hill, recorded February 20, 1976 in the R. M. C. Office for Greenville County, South Carolina in Deed Book 1031 at Page 908.

The Mortgagors have the right to prepay the principal sum prior to maturity date without penalty.

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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 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 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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