

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
DEC 30 1981  
AM '81  
DONNA  
H.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, D AND M ASSOCIATES, a partnership (Donald L. Stegall and Michael W. Neal)

(hereinafter referred to as Mortgagor) is well and truly indebted unto THREE ASSOCIATES, a general partnership

(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

FIFTY THOUSAND and 00/100----- Dollars (\$50,000.00 ) due and payable in 120 equal monthly payments of \$717.36, beginning on February 15, 1982 and continuing monthly thereafter, each payment to be first applied to accrued interest at the rate below, balance to principal

with interest thereon from Dec. 30, 1981 at the rate of 12 per centum per annum, to be paid: monthly as above;

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 near the City of Greenville, lying on the north-westerly side of Tindal Road, and having the following metes and bounds:

BEGINNING at a point on the northwesterly side of Tindal Road, approximately 424 feet northeast from Langston Creek and running thence N. 68-00 W., 563 feet to an iron pin; thence N. 69-43 W., 61 feet to an iron pin; thence S. 22-53 W., 377.6 feet to a point in the center of Langston Creek; thence with the center of Langston Creek as the line, the following courses and distances: S. 68-00 E., 46 feet, S. 74-51 E. 85.2 feet, S. 79-51 E. 121.7 feet, S. 29-51 E. 53.3 feet, S. 66-46 E. 28.3 feet; thence leaving the said creek N. 38-07 E., 208 feet; thence S. 65-58 E. 210 feet to a point on Tindal Road; thence with Tindal Road N. 33-20 E., 216 feet to an iron pin which is the point of beginning.

-12-235-165-2-21

This is a portion of the property conveyed to the Mortgagee/Partnership by deed from the CHERRYHILL CORPORATION, by deed dated 9/29/79, and recorded 10/1/79 in the Register of Mesne Conveyance in Volume 1112 at Pages 737 through 740, and which has been conveyed to the mortgagor by deed from the mortgagee in a deed recorded simultaneously with this mortgage.

ALSO all that certain piece, parcel or lot of land with improvements thereon, in the State of South Carolina, County of Greenville, near the City of Greenville, lying in a westerly direction from Razor Drive and in a southerly direction from Woodland Way (formerly Razor Drive Extension), being shown and designated as a portion of Lots 23 and 24 on a plat of Mountain View Acres, recorded in the R.M.C. Office for Greenville County in Plat Book I, Page 70, and being further shown as a portion of the property of Paul E. Brazie, Jr., on a plat prepared by R. E. Dalton, Engineer, dated July, 1955, and recorded in the R.M.C. Office for Greenville Co. in Plat Book II, Page 171, and having the following courses and distances:

BEGINNING at a point on the western line of the property shown on the aforementioned plat of the property of Paul E. Brazie, Jr., said point being S. 20-50 W., 200 feet from the front of the said lot located on the southern side of Woodland Way, and running thence S. 20-50 W. 452 (PLEASE SEE ATTACHED PAGE FOR CONTINUATION OF PROPERTY DESCRIPTION TO WHICH THIS MORTGAGE ATTACHES)

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.

DOCUMENTARY  
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