

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

MAR 25 12 02 PM 1968
TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE JAMES BIRTH

WHEREAS, H. L. STEPHENS and BLEASE H. STEPHENS

(hereinafter referred to as Mortgagor) is well and truly indebted unto LAWTON LUMBER CO.

(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/100- - - - - Dollars (\$5,000.00) due and payable

in monthly installments of Seventy-Five (\$75.00) Dollars, beginning April 25, 1968 and on the 25th day of each month thereafter until paid in full,

The right to anticipate payment in whole or in part at any time is reserved, with interest thereon from date at the rate of 7% per centum per annum, to be paid semiannually

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, being known and designated as a portion of Lot No. 3 of Avice Dale, a plat of which is recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book B, page 53, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Avice Dale Drive at the joint front corner of Lots Nos. 3 and 4 and running thence with the joint line of said lots, N 64-0 W 518 feet to an iron pin; thence N 28-30 E 289.9 feet, more or less, to the line of property now or formerly owned by R. C. Smith and Sue Smith; thence, through Lot No. 3 with the line of the Smith property, S 55-03 E 313 feet to a point; thence continuing with the line of the Smith property, S 61-48 E 196 feet to a point on the westerly side of Avice Dale Drive; thence with the westerly side of Avice Dale Drive, S 25-15 W 159.5 feet to a point; thence continuing with the westerly side of Avice Dale Drive, S 28-45 W 70.3 feet to the point of beginning.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 7 PAGE 161

SATISFIED AND CANCELLED OF RECORD

Ollie James Birth 3 DAY OF *May* 19 *72*

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT *10:30* O'CLOCK *A*. M. NO. *3120*