31 7 MORTGAGE OF REAL ESTATE-Offices of PTAIR & PTAR, Attorneys at Law, Greenville, S. C. A 14 PM SEMORTGAGE OF REAL ESTATE BOOK 943 Mail 467 STATE OF SOUTH CAROLINA COUNTY OF Greenville TO ALK WHOM THESE PRESENTS MAY CONGERN. WHEREAS, We, Walter E. Powell and Pearlet. Powell (hereinafter referred to as Mortgagor) is well and truly indebted unto Stephenson Finance Company (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of herein by reference, in the sum of Twelve Thousand Two Hundred Forty Nine and 27/100 - - - Dollars (\$ 12,249.27) due and payable on or before May 1, 1964, mortgagors reserving the right of anticipating the entire amount or any part thereof at any time without penalty with interest thereon from date at the rate of Six(6%) per centum per annum, to be paid annually. 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:

1. "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 being shown as Lot No. 49 on a plat of the property of William R. Timmons, Ur., recorded in the RMC Office for Greenville County in Plat Book XX, Page 9, reference to said plat being craved for a more particular description.

2. All that piece, parcel or lot of land, with buildings and improvements thereon, situate, lying and being in Greenville County, South Carolina and being shown as Lot No. 84 on a plat of White Oak Subdivision, recorded in the RMC Office for Greenville County in Plat Book P, Page 121, reference to said plat being craved for a more particular description.

3. All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, situate on the easterly side of Dogwood Drive and on the south side of Lot No. 2 of the G. C. Fortner property, recorded in Plat Book LL, Page 49 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Dogwood Drive at the joint front corner of Lot No. 2 as shown on said plat and running thence with the line of said lot N. 63-30 E. 100 feet to an iron pin; thence S. 26-30 E. 100 feet to a point; thence S. 63-30 W. 100 feet to a point on the easterly side of Dogwood Drive; thence with said Drive N. 26-30 W. 100 feet to the point of beginning.

This mortgage constitutes a valid second lien over the first two described lots and is a first mortgage over the last mentioned lot.

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 manners, 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 seal 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The above Lot described as Lot 84 of the White Oak Subdivision Plat of which is reasoled in the R.M. Office for Arelenville County in Plat Book or Fages 120-121 in hereby released from the lion of their mostgrige under foreclosure and sale. See Judgement Rall No. J-2536 now on file in the affice of clerk of Court for Arelenville County, this the 11th day of Movember 1964.

Titues Mellie M. Smith 22 Million 1965. Income.