

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
R.M.C.
S.C.

MORTGAGE OF REAL ESTATE

BOOK 1539 PAGE 213

TO ALL WHOM THESE PRESENTS MAY CONCERN:

APR 24 1981 09 PM '81

DONALD L. STEGALL

WHEREAS, We, Donald L. Stegall and Michael W. Neal, d/b/a Buckhorn Associates, a partnership under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto

Jane A. Howard and Joe P. Howard, Route 5, Simpsonville S. C. 29681

(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 **Thirty-Thousand and 00/100** Dollars (\$ 30,000.00) due and payable

in ten (10) equal installments of principal in the amount of \$3,000.00

with interest thereon from **4/24/81** at the rate of **10** 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:

"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**, on the southern side of **Buckhorn Road**, in **Chick Springs Township**, being shown and designated as **lot 7-B, Section 1, Sheet P-35** of the County Block Books, and more particularly described as

BEGINNING at an iron pin on the Southern side of **Buckhorn Road**, and running thence **S. 10-30 W. 363 feet**, more or less, to an iron pin; thence **S. 76-40 E. 330 feet** to an iron pin at the corner of **Alton Arms (Deed Bk. 619/417)**; thence **N. 1-40 E. 426.7 feet** to an iron pin on **Buckhorn Road**; thence with the Southern Side of **Buckhorn Road N. 78-00 W. 264 feet** to the point of Beginning.

Also that certain piece, parcel or lot of land, situate, lying and being in the said County and State on the northwestern side of **State Park Road**, near the City of **Greenville**, being the rear portion of part of the property shown on a plat of property of **Terry H. Dean**, dated **3/13/67**, prepared by **Campbell and Clarkson, Engineers**, and according to the said plat having the following metes and bounds (This property is reflected as a portion of **P35-1-7B** on the tax maps of **Greenville County**):

BEGINNING at an iron pin on the northwestern corner of the said property and running thence **S. 10-30 W. 150 feet** to an iron pin, thence **S. 76-40 E. 329.8 feet** to a point; thence **N. 10-30 E. 150 feet** to an iron pin; thence **N. 76-40 W. 329.8 feet** to the point of beginning.

DERIVATION: This is the same property conveyed to the mortgagor by deed from **Hubert Howard**, dated **4/24/81** and recorded in the **R.M.C. Office** for **Greenville County** in Volume 1146, at Page 889.

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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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