STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BORNIE SUMMERTONALL WHOM THESE PRESENTS MAY CONCERN:

6.4.6

WHEREAS,

GUY W. STRICKLAND

(hereinafter referred to as Mortgagor) is well and truly indebted unto JACK K. WHERRY, ELIZABETH F. WHERRY, and EVELYN C. MILLER, individually and as Co-Trustee U/W Clyde L. Miller and BANKERS TRUST OF SOUTH CAROLINA, as Co-Trustee U/W Clyde L. Miller,

(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 SIXTEEN THOUSAND AND NO/100------------

Dollars (\$16,000.00-) due and payable

as provided in said promissory note

with interest thereon from ------at the rate of ----- per centum per annum, to be paid:

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 the rear portion of Lot No. 3, Property of Jack Wherry and C. L. Miller, a plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KK, Page 109, and having the following metes and bounds to-wit:

BEGINNING at a point on the joint line of Lots Nos. 2 and 3, N 63-02 E 200 feet, more or less, from the joint front corner of said lots on the northeastern side of White Horse Road (at the joint corner of the lot being conveyed herein and that portion of Lot No. 3 conveyed by deed recorded in said R.M.C. Office in Deeds Book 583, Page 482), and thence with the joint line of Lots Nos. 2 and 3, N 63-02 E 268 feet, more or less, to a point in the joint rear corner of said lots on the southwestern side of Tower Drive; thence with the southwestern side of Tower Drive, N 52-54 W 94.5 feet to a point in the joint rear corner of Lots Nos. 3 and 4; thence with the joint line of said lots, S 65-07 W 225 feet, more or less, to a point at the joint corner of the lot being conveyed herein and that portion of Lot No. 3 previously conveyed; thence through Lot No. 3, with the joint line of said portion of Lot No. 3 previously conveyed, approximately S 25-43 E 100 feet, more or less, to the point of beginning.

5.6.40



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

1300 DUDY