

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
MAY 13 2 45 PM '78
DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, I, JAMES M. MCCOY

(hereinafter referred to as Mortgagor) is well and truly indebted unto SYLVIA JEAN W. MCCOY

(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 Seven Thousand and no/100-----

Dollars (\$ 7,000.00) due and payable

two years from date

with interest thereon from date at the rate of 8% per centum per annum, to be paid upon default only

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 the Old Chick Springs Road and on

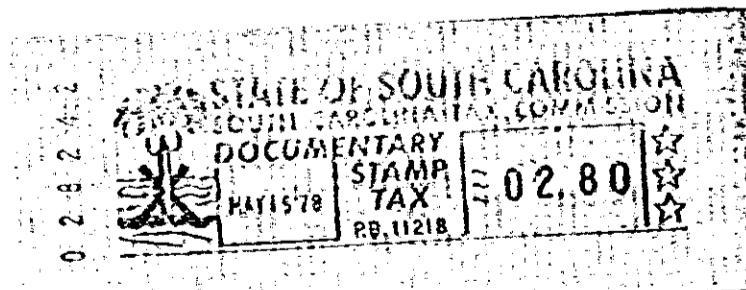
the Eastern side of a new road leading from the said Chick Springs Road to the Greer-Brushy Creek Road, and being a part of the tract of land that was conveyed to G. D. Collier by deed from Charles S. Hammett, Executor of the Last Will and Testament of W. A. Hammett, deceased, and having the following courses and distances, to-wit:

BEGINNING on a stake in the southeast intersection corner of the said two roads and runs thence with the eastern ditch line of said new road, S. 26-00 E. 150 feet to a stake in the eastern ditch line; thence N. 64-00 E. 3 feet to a stake on the eastern bank of the road; thence continuing with the same course for a total distance of 150 feet to a stake; thence N. 26-00 W. 154 feet to a stake on the edge of the Chick Springs Road; thence with the Southern edge or ditch line of said road, S. 62-42 W. 150 feet to the beginning corner, containing 0.52 acres, more or less.

This is the same property conveyed to the Grantor herein by deed of Hubert B. Ellison and Patricia J. Ellison recorded in Deed Book 962 at Page 60, and recorded on December 1, 1972.

This mortgage is junior in lien to a prior mortgage executed in favor of Greer Federal Savings and Loan Association in the original sum of approximately \$14,000.00 of record in the RMC Office for Greenville County, S. C.

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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 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.

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