21d Prake St.

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

80 p 1444 FASE 506

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. JAMES P. McCARTHY AND ELIZABETH McCARTHY

(hereinafter referred to as Mortgagor) is well and truly indebted unto QUENTIN O. BALL AND LINDSAY J. FORRESTER, JR.

in equal monthly payments of \$50.68 with the first payment being due on October 1, 1978 and continuing in like payments on the same date of each month thereafter for a period of ten (10) years. There shall be no prepayment penalty.

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

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 Sebt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has gramted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, 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 plat entitled Elizabeth McCarthy, prepared by Webb Suveying & Mapping Co, recorded in the RMC Office for Greenville County in Plat Book 67 at Page 5/ dated July, 1978, being shown and designated as 3.17 acres and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on Fairview Road and running thence S. 62-57 E., 538.11 feet to an iron pin; running thence S. 14-47 W., 150.0 feet to an iron pin; running thence N. 86-10 W., 558.76 feet to an iron pin; running thence along Fairview Road N. 18-36 E., 65.87 feet; running thence along Fairview Road N. 70-48 E., 11.40 feet; running thence still along Fairview Road N. 16-29 E., 298.3 feet to an iron pin, the point of beginning.

This is the same property conveyed to the above named mortgagors by deed of Quentin O. Ball and Lindsay J. Forrester, Jr. to be recorded of even date herewith.

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Together with all and singular rights, members, herditaments, and appurtegences to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomspever tawfully claiming the same or any part thereof.

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