STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE COMORTGAGE OF REAL ESTATE 77

JUN 3 TO ALLINION THESE PRESENTS MAY CONCERN:

DONNIE S. SLEY R.M.C.

WHEREAS, MICHAEL A. MCLAIN AND JAMES H. BERNHARDT

(hereinafter referred to as Mortgagor) is well and truly indebted unt & GERALD STROUD AND LOIS C. STROUD

with interest thereon from June 1, 1983 at the rate of twelve per centum per annum, to be paid: according to said Note.

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:

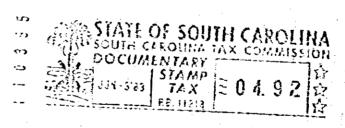
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 Lot No. 11 as shown on plat of Windsor Oaks, Section I, recorded in plat book 7-C page 63 of the RMC Office for Greenville County, S.C. reference to which plat is hereby made for a more complete description.

This being the same property conveyed to the Mortgagors by A. Gerald Stroud, et al, on June 1st, 1983, and recorded on June 2nd, 1983, in the RMC Office for Greenville County, South Carolina, in Deed Book NS9 at Page 662.

The Mortgagor further covenants and agrees as follows:

9. If all or any part of the property or an interest therein is sold or transferred by the Mortgagors without the Mortgagees prior written consent, the Mortgagee may, at the Mortgagees option, declare all the sums secured by this Mortgage to be immediately due and payable.



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

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