STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

## MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HEYWARD R. MCCONNELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto ALICE CORENE LOOPER, J. METZ LOOPER, and MARION J. LOOPER, whose address is RT. # 2, forces Kelly Rd. Transless Res.

(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

as per the terms of said note;

with interest thereon from date at the rate of Twelve per centum per annum, to be paid: as per the terms of 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, within the corporate limits of the City of Greenville, and being that portion of Lots 35 and 36 which lies south of a branch that intersects said Lots 35 and 36 according to a plat recorded in the RMC Office for Greenville County in Plat Book A at Page 225, and having the following metes and bounds, to-wit:

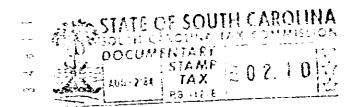
BEGINNING at a point where the joint line of Lots 36 and 37 meet at line of property now or formerly of Houston & Company and running thence along the line of that property N. 82 W. 100 feet to a point; thence with the joint line of Lots 34 and 35, N. 1-30 W. to the above-mentioned branch; thence with the above-mentioned branch, in an easterly direction, approximately 100 feet to a point in the joint line of Lots 36 and 37; thence with the joint line of Lots 36 and 37, S. 1-30 E. to the point of beginning.

Excepted from the above description is the strip 20 feet in width along the south part of the above-described property which has been conveyed to the City of Greenville for street purposes. This street is now known as Francis Street.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the west side of Railroad Street, in the City of Greenville, being shown as Lot 6 on plat of the property of Feagan and Moseley recorded in the RMC Office for Greenville County in Plat Book A at Page 145 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Railroad Street at the joint front corner of Lots 5 and 6 and running thence with Railroad Street S. 13-re W. 30 feet to an iron pin at the corner of Lot 7; thence with the line of Lot 7, N. 77-30 W. 86 feet to an iron pin; thence N. 26-12 E. 19 feet to an iron pin; thence N. 23-41 W. 16 feet to an iron pin at the rear corner of Lot 5; thence with the line of Lot 5, S. 77-30 E. 91 feet to an iron pin on the west side of Railroad Street, the beginning corner.

This being the same property conveyed to the Mortgagor by deed of Alice Corene Looper, to be executed and recorded of even date herewith.



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.

THE PROPERTY OF

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