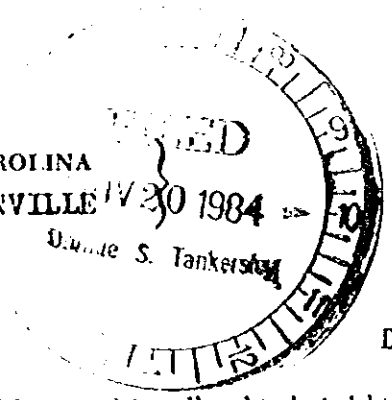


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



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

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WHEREAS,

DOUGLAS AUSTIN

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN McCOY OR TERRY 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

THREE THOUSAND SEVEN HUNDRED FIFTY Dollars (\$ 3,750.00) due and payable

PAYABLE IN FORTY EIGHT MONTHLY PAYMENTS, SAID PAYMENTS BEING IN THE AMOUNT OF (\$102.47) ONE HUNDRED TWO DOLLARS AND 47/100 EACH. PAYMENTS BEGINNING DECEMBER 16, 1984, AND TO CONTINUE EACH MONTH THEREAFTER UNTIL PAID IN FULL.

with interest thereon from DATE at the rate of 14 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:

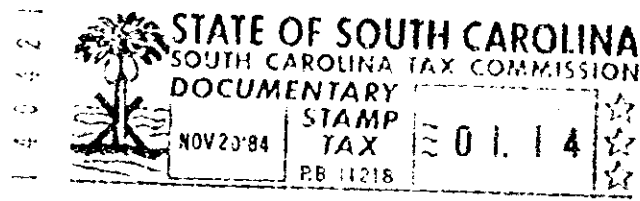
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, CONTAINING 3.00 ACRES MORE OR LESS SITUATE, LYING AND BEING IN PIEDMONT, COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING SHOWN ON A PLAT ENTITLED " PROPERTY OF PIEDMONT MFG. CO., GREENVILLE COUNTY, SOUTH CAROLINA" PREPARED BY DALTON AND NEVES, DECEMBER, 1950, AND RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK LL, PAGE 138, AND HAVING ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS, TO WIT:

BEGINNING AT AN IRON PIN AT THE NORTHERN CORNER OF THE TERMINUS OF A COUNTY ROAD AND IN THE LINE OF PROPERTY NOW OR FORMERLY OF W.A. GAINES AND RUNNING THENCE WITH THE LINE OF THE SAID GAINES PROPERTY N. 74-52 W. 590.2 FEET TO AN IRON PIN AT OR NEAR THE SOUTHEASTERN BANK OF SALUDA RIVER; THENCE S. 18-08 W. 153.1 FEET TO AN IRON PIN; THENCE S. 25-58 W. 170 FEET TO AN IRON PIN AT OR NEAR THE SOUTHEASTERN BANK OF SAID RIVER AND IN THE LINE OF OTHER PROPERTY OF THE SAID J.P. STEVENS AND CO., INC.; THENCE WITH THE LINE OF SAID PROPERTY OF J.P. STEVENS AND CO., INC., LOTS NOS. 129 AND 130, SECTION NO. 4, S. 78-32 E. 608 FEET TO AN IRON PIN IN THE REAR LINE OF LOT NO. 130, SECTION NO. 4; THENCE WITH THE LINE OF LOT NO. 302, N. 19-00 E. 242.4 FEET TO AN IRON PIN AT THE NORTHWESTERN TERMINUS OF A COUNTY ROAD; THENCE WITH THE TERMINUS OF SAID COUNTY ROAD, N 26-21 E. 40 FEET TO THE POINT OF BEGINNING

THIS IS THE SAME PROPERTY CONVEYED TO DOUGLAS AUSTIN BY DEED OF TERRY McCOY, SAID DEED DATED NOVEMBER 16, 1984, NOT YET RECORDED.

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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 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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