LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENILLE

00. S. C. MORTGAGE OF REAL ESTATE 147 12 10 10 M 1810 ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Earl W. Harper

(hereinafter referred to as Mortgagos) is well and truly indebted unto C. E. Robinson, as Trustee of the Estate of B.M. McGee under will.

(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 Twelve Thousand and 10/100

Dollars (\$ 12,000.00 ) due and payable

in installments of \$150.00 per month beginning on the 1st day of april and continuing on the 1st day of each month with a balloon payment of balance at the end of five (5) years.

per centum per annum, to be paid: at the rate of 10% with interest thereon from date IF PROPERTY IS SOLD, TRANSFERRED OR CONVEYED, THE ENTIRE BALANCE IS DUE INVEDIATELY.

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 Mortgagore 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 scaling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold mortgagee at and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

'ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being Greenville, on the southwestern side of Baker Street (formerly in the State of South Carolina, County of Smith Street), being shown and designated on plat entitled SURVEY FOR EARL W. HARPER, dated May 20, 1971, prepared by Carolina Surveying Co., and recorded in the R.M.C Office for Greenville County, in Plat Book 4-K, at Page 31, and having, according to said plat, the following metes and bounds, to-wit:

BEGIRNING at an iron pin on the southwestern side of Baker Street (formerly Smith Street), said iron pin being 100 feet from Southern Railway right-of-way and running thence with the southwestern side of Baker Street (formerly Smith Street), S. 15-0 E. 121.8 feet to an iron pin; thence S. 80-25 W. 81.2 feet to an iron pin; thence N. 13-43 W. 132.9 feet to an iron pin; thence, N. 88-33 E. 80.1 feet to the point of beginning.

This being the same property conveyed to Mortgagor by deed from Sunie H. Smith, dated November 23, 1979 and which said deed is recorded in the R.M.C. Office for Greenville County, South Carolina on November 25, 1970, in Deed Book 903, at Page 338.

Mortgagels address. 600 E. Woshington V. Grunville, 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 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 is 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 is 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.

IN STREET

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