STATE OF SOUTH CAROLINA COUNTY OF

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

WHEREAS,

David K. McCall

thereinafter referred to as Mortgagor) is well and truly indebted unto Ralph 0. McCall

(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

Fourteen Thousand Five Hundred and no/100

Dollars (\$ 14,500.00) due and payable

in consecutive equal monthly installments of \$341.18, consisting of principal and interest amortized over the term of this Note, commencing December 28, 1984, and continuing on the 28th day of each month thereafter for a term of sixty (60) months, with final payment, if not sooner paid to be due on or before November 28, 1984.

per centum per annum, to be paid: at the rate of 14 3% with interest thereon from even date in accordance with the terms of the 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

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 2 of a subdivision known as Mountainbrooke, according to a plat thereof revised September 11, 1974, by Piedmont Engineers and Architects and recorded in the RMC Office for Greenville County in Plat Book 4X at Page 84 and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the northern side of Greenville-Pelham Road, joint front corner of Lots 1 and 2, and running thence with the line of said Lots, N. 2-26-30 E. 165.34 Feet to an iron pin in the line of Lot 3, thence with the line of Lot 3, N. 88-57-20 W. 104.58 feet to an iron pin on the eastern side of Bridle Path Lane, joint front corner of Lots 2 and 3, thence with the eastern side of Bridle Path Lane, S. 1-02-40 W. 142.44 feet to an iron pin at the intersection of Bridle Path Lane and Greenville-Pelham Road; thence with the chord of said intersection, S. 44-32-20 E. 35 feet to an iron pin on the northern side of Greenville-Pelham Road; thence with the northern side of said road the following courses and distances: N. 89-51-30 E. 32.37 feet and 43.21 feet to the point of the BEGINNING.

This is the same property conveyed to the Mortgagor by deed of Southland Properties, Inc., recorded December 17, 1976 in Deed Book 1048 at Page 42, and by deed of Hilda Wood McCall recorded December 16, 1979 in Deed Book 1117 at Page 514.

This mortgage is junior in lieu to that certain mortgage in favor of South Carolina Federal Savings and Loan Association in the original amount of \$36,000.00 dated December 17, 1976, and recorded in the RMC Office for Greenville County on December 17, 1976, in Mortgage Book 1385 at Page 455, and to that certain mortgage in favor of Greenville Gas Turbine Emp. F.C.V. in the original amount of \$10,000.00 dated January 16, 1981, and recorded in the RMC Office for Greenville County on January 16, 1981, in Mortgage Book 1530 at Page 269.

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 clean 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 whomsoover lawfully claiming the same or any part thereof.

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