STATE OF SOUTH CARRIEDANILLE CO. S. C. COUNTY OF GREENVILLE AUG CO. S. C. AUG CO. S. C

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH

JAMES CARTER STROUD AND DIANE VOIT STROUD

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES H. STROUD

within ten (10) years from date hereof

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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgages 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 Morigagor, in consideration of the aforesaid debt, and in order to secure the payment theraof, and of any other and further sums for which the Morigagor may be indebted to the Morigagoe at any time for advances made to or for his account by the Morigagoe, and also in contideration of the further sum of Three Dollars (\$3.00) to the Morigagoe in hand well and truly paid by the Morigagoe at and before the testing 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 Morigagoe, its successors and assigns:

"ALL that certain piece, percel 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, on the southern side of Vicki Circle near the City of Greenville, being known and designated as Lot No. 34, as shown on Plat No. Three, Cherokee Forest, prepared by J. Mac Richardson, R.L.S., in January, 1959, recorded in the RMC Office for Greenville County, South Carolina; in Plat Book QQ at pages 36 and 37, and having, according to said plat the following metes and bounds;

BEGINNING at an iron pin on the southern side of Vicki Circle at the joint corner of Lots 34 and 35 and running thence along the southern side of Vicki Circle S. 85-29 E. to a concrete monument, thence continuing along the curve of Vicki Circle S. 79-27 E. 25 feet to an iron pin, the joint front corner with Lot 33, thence along the line of Lot 33, S. 26-35 W. 252 feet to an iron pin, thence N. 77-58 W. 44.6 feet to an iron pin, thence along the line of Lot 35 N. 4-31 E. 230.4 feet to an iron pin on the southern side of Vicki Circle, the point of beginning.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 such 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 lowfully seised 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof,