

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

}

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ROY S. McKINNEY and SALLY F. McKINNEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto

JON W. McCARTY

(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

Forty-Six Thousand and 00/100 -----Dollars (\$ 46,000.00 ) due and payable

with interest thereon from date at the rate of 12 1/2 per centum per annum, to be paid: monthly at the rate of \$491.28 until paid in full; however, principal balance may be demanded and will become due on demand after the expiration of 18 months.

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:

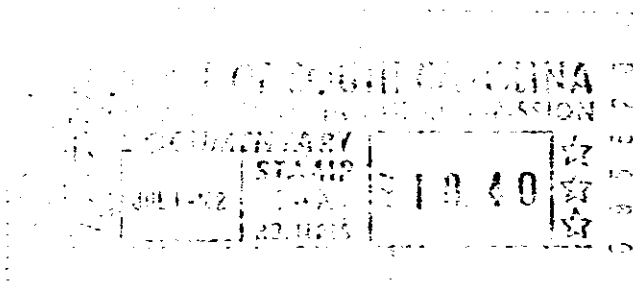
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, 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 in the State of South Carolina, County of Greenville, being known and designated as Lot 87 on plat of Heritage Lakes Subdivision, which plat is of record in the R.M.C Office for Greenville County in Plat Book 6H-18 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Harness Trail at the joint front corner of Lots 88 and 87, and running thence with the joint line of said lots, S. 44-36-20 E. 195 feet to an iron pin; thence S. 45-23-40 W. 110 feet to an iron pin, joint rear corner of Lots 86 and 87; thence with the joint line of said lots, N. 44-36-20 W. 195 feet to an iron pin on the southeasterly side of Harness Trail; thence with the southeasterly side of Harness Trail, N. 45-23-40 E. 110 feet to an iron pin, the point of beginning.

This being the same property conveyed to Jon W. McCarty, shown by deed of H. E. Freeman Construction dated July 28, 1980 recorded in Deed Book 1129 at Page 957 in the RMC Office for Greenville County, South Carolina.

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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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