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GREENVILLE, CO. S. C.

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BOOK 1285 PAGE 281

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY  
R.M.C.

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

WHEREAS, Ernest Heyward Lupo

(hereinafter referred to as Mortgagor) is well and truly indebted unto George S. Rainey

(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 Ten Thousand Three Hundred Eighty and NO/100-----  
-----Dollars (\$ 10,380.00 ) due and payable  
on or before July 19, 1980 with the privilege of anticipating any or all of  
the balance due at any time,

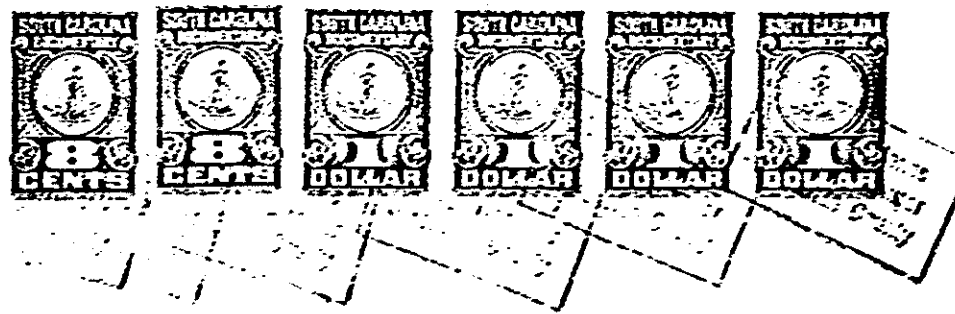
with interest ~~thereon~~ at the rate of seven per centum per annum, to be paid: quarterly  
commencing October 19, 1973.

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, located on the westerly side of Carr Road, being 240 feet from the intersection of Carr Road and Ray Road and being shown as Lots 1 and 2 on Property of George S. Rainey, said plat made by Charles K. Dunn and Dean C. Edens, Associates, made July 5th, 1973, containing 5.79 acres, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Carr Road which iron pin is 240 feet from the intersection of Carr Road and Ray Road and running thence S. 81-45 W. 420 feet to an iron pin; thence N. 87-52 W. 384.5 feet to an iron pin in the line of the J. M. Brown Estate Property N. 23-26 E. 421.9 feet to an old iron pin; thence along the line of the D. C. Waldrep Property, S. 84-43 E. 636.9 feet to an iron pin in the center of Carr Road; thence continuing through the center of Carr Road S. 08-32 W. 142.8 feet to an iron pin; thence continuing through the center of Carr Road S. 07-41 E. 142.7 feet to an iron pin, the point of beginning. See Plat Book 5-A, Page 107.



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.

4328 (M.V. 2)