MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C. 3008 1402 PAGE 103

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FILED BREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE THE 23 11 31 11 17 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TARKERSLEY

WHEREAS.

SAMUEL J. POOLE and LINDA M. POOLE

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

(hereinaster 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

----SEVEN THOUSAND AND NO/100 ------ Dollars (\$7,000.00 ) due and payable in monthly installments of \$77.72 for a period of 10 years, payments applied first to interest and then to principal, beginning July 31, 1977,

with interest thereon from

at the rate of Six (6%)

per centum per annum, to be paid: Monthly

REBA MOODY, Motorboat Club Dr., Greenville, S.C.

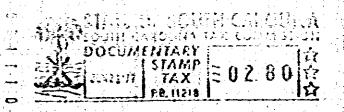
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 Mortgagoe 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, being shown and designated on plat of Property of Arthur D. Fleming Est." surveyed for Samuel J. and Linda M. Poole, prepared by J. W. Eaton, Jr., R.L.S., dated May 10, 1977, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a spike in the center of McKinney Road, which spike is located S. 5-13 W., 39.3 feet from iron pin at or near the Northerly edge of McKinney Road, and running thence with right of way N. 5-13 E., 420.6 feet to an iron pin; thence continuing with rightof-way N. 5-31 E., 336.2 feet to an iron pin; thence N. 68-15 E., 285 feet to an iron pin; thence S. 38-37 E., 235 feet to an iron pin; thence S. 30.51 W., 860.4 feet to a nail and cap in center of McKinney Road, passing over iron pin 35.8 feet back on line; thence with the center line of McKinney Road, N. 33-01 W., 75.0 feet to the beginning corner, containing according to said plat 5.03 acres, more or less.

Being the same property conveyed to the mortgagors herein by deed of Roy Fleming, Glenn Fleming, Vingil Bass, Doris McCall and Revelle B. Fleming, of even date herewith, to be recorded.



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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, such assors 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.