MORTGAGE OF REAL ESTATE-Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C. 600: 1493 Fig 240

STATE OF SOUTH CAROLINA COUNTY OF CREEWILLE

JAN 15 2 22 PH '80

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

DONNE BLANK

WHEREAS,

I, LAWRENCE E. McNAIR,

(hereinafter referred to as Mortgagor) is well and truly indebted unto PATRICK H. BROCKMAN, As Trustee,

(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 Fifty-One Thousand, Seventy-Five and No/100------

Dollars (\$) due and payable

with interest thereon from

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date

at the rate of nine (9%) per centum per annum, to be paid:

annually

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 Mortgagor at any time for advances made to or for his account by the Mortgagore, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagore 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, self and release unto the Mortgagor, its successors and assigns:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and according to a survey prepared of said property by Carolina Surveying Company dated February 16, 1978, having the following courses and distances, to-wit:

BEGINNING at a nail and cap at or near the center of Congaree Road, joint corner of property now or formerly belonging to Bolt and running thence with the Bolt line N. 38-34 W. 1277.1 feet to an old iron pin; thence continuing with said line N. 52-59 E. 466.1 feet to an old iron pin in the line of property now or formerly of Bramlett; thence with the Bramlett line S. 40-41 E. 346.6 feet to an old iron pin; thence running with the line of property now or formerly of Shelton S. 41-22 E. 314.7 feet to an old iron pin; thence with the property now or formerly of Greenville County School District S. 45-24 E. 198.2 feet to an iron pin; and running thence S. 45-58 W. 133.7 feet to an old iron pin; thence S. 27-36 W. 104.6 feet to a point; thence S. 4-00 W. 190 feet to an iron pin; running thence S. 30-07 E. 208.6 feet to a railroad spike; thence S. 48-51 W. 130 feet to a nail and cap in or near the center of Congaree Road, the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Patrick H. Brockman, As Trustee, to be recorded herewith.

The mortgagor reserves the right to prepayment without penalty. Mortgagee herein agrees to release portions of the property from the lien of this mortgage from time to time, based on a formula of 125% of the per acre price as shown in the deed from Patrick H. Brockman, As Trustee, to Lawrence E. McNair.

This mortgage is second and junior in lien to that certain mortgage granted in favor of Ester G. Duncam recorded February 9, 1979 in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1457 at Page 280.

POCUMENTARY 2 2 0. 4 1 7

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 hand 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.

THE LANGUAGE PROPERTY.

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