

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

S. C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DOYLE R. YATES

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

THOMAS B. McCURRY

(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 THIRTY-NINE THOUSAND AND NO/100

Dollars (\$ 39,000.00 ) due and payable

IN MONTHLY INSTALLMENTS IN THE SUM OF FOUR HUNDRED FIFTEEN AND 91/100 (\$415.91) COMMENCING JULY 18, 1980 AND ON THE 18TH DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL; ALL PAYMENTS SHALL APPLY FIRST TO INTEREST WITH BALANCE TO PRINCIPAL with interest thereon from date at the rate of 11-1/2% per centum per annum, to be paid MONTHLY

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:

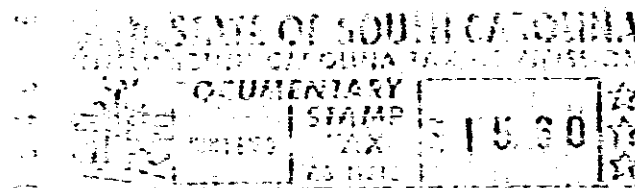
ALL that piece, parcel or lot of land, with all buildings and improvements, situate, lying and being on the Southern side of Cureton Street in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 4 and a portion of Lot No. 6 adjacent to and immediately to the rear of Lot No. 4, Block M, as shown on a revised plat of Kanantenh, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book H at page 288, and having according to a more recent plat prepared by J. C. Hill, R.L.S., dated November 12, 1949, entitled "Property of James A. and Beulah K. Wiggins", the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Cureton Street at the joint front corner of Lots Nos. 4 and 5 of Block M, and running thence with the line of Lot No. 5 S. 26-30 E. 248 feet to an iron pin on the Northern side of an unnamed street; thence with the Northern side of said unnamed street S. 75-30 W. 66.8 feet to an iron pin; thence through said unnamed street S. 75-30 W. 66.8 feet to an iron pin; thence through Lot No. 6 and with the line of Lot No. 3 N. 26-30 W. 232.8 feet to an iron pin on the Southern side of Cureton Street; thence with the Southern side of Cureton Street N. 63-35 E. 66 feet to the point of beginning.

This is the same property conveyed to the above named mortgagor by deed of Thomas B. McCurry to be recorded of even date herewith.

The owner and holder of the within Mortgage and the Note which this Mortgage secures, may, at its option, require the mortgagee to pay off in full and to refinance all sums due as principal and interest on said Note and Mortgage, provided that such refinancing can be obtained on a loan equal or better in terms to the within Note and Mortgage insofar as rates of interest and terms are concerned and further provided that the owner and holder of this Mortgage pays all costs and expenses connected with such refiancing. Furthermore, the mortgagor will furnish to the owner and holder of this Mortgage and the Note which this Mortgage secures, duplicate machine copies of all City of Greenville and Greenville County property tax receipts paid by mortgagee each year as evidence of timely payment.

Mortgagee's Address: Rt. 1, Box 154 D  
Lake Lure, N.C. 28746



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 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 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 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.

The Mortgagee further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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