

Mortgagee's mailing address: 7 Woodfern Circle, Greenville, S.C. 29615-3300

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
FEB 27 10 36 AM '81

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

WHEREAS, Mary Clare McCarthy
DONNIE S. TANKERSLEY M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Douglas A. Smith

(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 Five Thousand and 00/100

Dollars (\$ 5,000.00) due and payable

on demand. The undersigned shall have the right to prepay in whole or in part at any time without penalty.

with interest thereon from _____ date _____ at the rate of 19 1/2 per centum per annum, to be paid: at maturity

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,

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled "Property of Mary McCarthy" dated February 23, 1981, prepared by Carolina Surveying Company and recorded in the R.M.C. Office for Greenville County in Plat Book 8-L, at Page 84, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Northwood Avenue, at the corner of property of Harry B. Luthi, which iron pin is located 240.9 feet from the intersection of Northwood Avenue and Druid Street; and running thence with the line of said lots, N. 42-27 E. 164.6 feet to an iron pin on the southern side of Wilshire Drive (Legare Street); and running thence with the southern side of said drive, S. 52-30 E. 42.2 feet to an iron pin at the corner of property of Ronnie and Jenna Stegall; running thence with the line of said property, S. 34-54 W. 165.0 feet to an iron pin on the northeastern side of Northwood Avenue; running thence with the northeastern side of Northwood Avenue, N. 51-45 W. 63.9 feet to the point of beginning.

This is a second mortgage and is junior in lien to that mortgage executed to Carolina Federal Savings and Loan Association, in the original sum of \$27,100.00, of even date, to be recorded herewith.

This being the same property conveyed to the mortgagor by deed of Tommy L. Lollis and Annette C. Lollis, of even date, to be recorded herewith.

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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