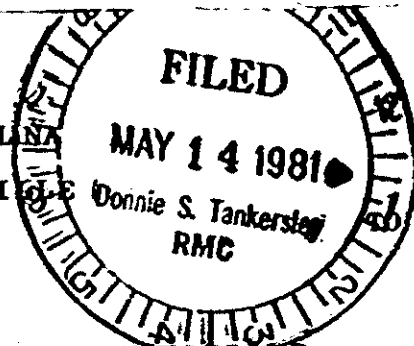


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



Mortgagee's address:
P.O. Box 1000
Tryon, N. C. 28782
MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1541 PAGE 239

WHEREAS, WAYNE B. McFARLAND

(hereinafter referred to as Mortgagor) is well and truly indebted unto NORTH CAROLINA NATIONAL BANK

(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 TWENTY-THREE THOUSAND AND NO/100----- Dollars (\$ 23,000.00) due and payable in installments of \$286.01 commencing on June 1, 1981, and monthly thereafter, each such payment to be applied first to accrued interest and the remainder to principal, with the balance of principal and interest to become due and payable on or before May 1, 2001,

with interest thereon from date at the rate of fourteen per centum per annum, to be paid:

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 accounts 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, Glassy Mountain Township,

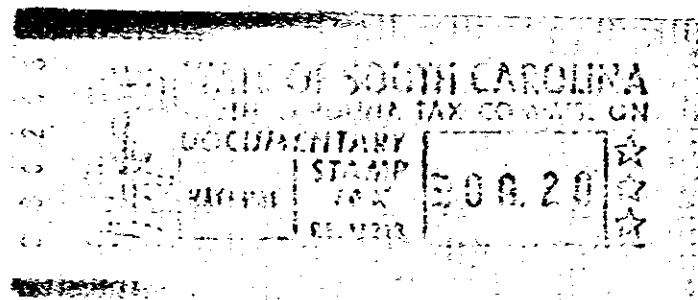
TRACT NO. 1: All that piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon, situated, lying and being in Glassy Mountain Township, County of Greenville, State of South Carolina, in the Lake Lanier Development, and being known and designated as Lots No. 1855 and 1856, according to a plat thereof recorded in the RMC Office for Greenville County in Plat Book H at Page 8, reference to which is hereby made for a complete description of said lots.

TRACT NO. 2: All that piece parcel or lot of land with all improvements thereon or hereafter constructed thereon, situated, lying and being in Glass Mountain Township, County of Greenville, State of South Carolina, shown and designated as Lot No. 1743, on Plat No. 11 of the property of the Tryon Development Company, known as Lake Lanier, recorded in the RMC Office for Greenville County, in Plat Book "G" at Page _____; said lot having a front width of 75.2 feet, a rear width of 44 feet, a depth on one line of 174.4 feet, and a depth of 175 feet on the other line, with specific reference to the aforementioned plat for a more detailed description.

The above described parcels of land being the identical property conveyed to mortgagor herein by deed of M. Gary Strother and Mary Scott Foster Strother recorded in the RMC Office for Greenville County March 23, 1979 in Deed Book 1099 at Page 132.

This mortgage is junior to a mortgage on said property given to North Carolina National Bank on August 31, 1978 in the original amount of \$20,000.00; recorded in the RMC Office for Greenville County in Mortgage Book 1442, Page 924.

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Together with all and singular rights, members, heritaments, 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.

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