

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S. C.
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SHERSLEY

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

WHEREAS,

James H. Cassidy and Vicki D. Cassidy

(hereinafter referred to as Mortgagor) is well and truly indebted unto John R. McAdams and Dixie J. McAdams

(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 Thousand and 00/100----- Dollars (\$ 30,000.00---) due and payable

with interest thereon from date at the rate of 12½ 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:

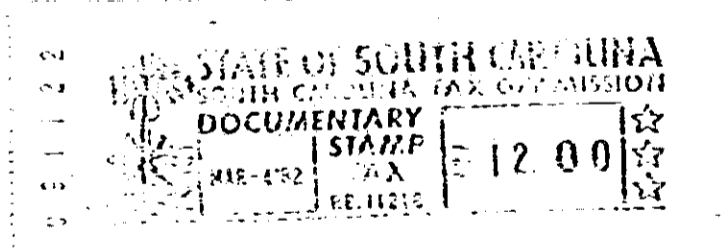
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, known and designated as Lot No. 41 on a plat of Myers Park, Section II, dated September 27, 1976, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5P at Page 54 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at joint front corner of Lots No. 40 and 41 and running thence along Forest Lane, S. 75-31 E. 60.99 feet; thence continuing S. 76-30 E. 52.96 feet; thence continuing S. 77-19 E. 10 feet to joint corner of Lots No. 41 and 42; thence with the joint line of said lots, S. 11-51 W. 198.5 feet; thence N. 75-48 W. 136.46 feet; thence with the line of Lots No. 40 and 41, N. 15-28 E. 197.83 feet to the beginning corner.

Said property being subject to restrictions recorded in Deed Book 1044 at Page 463 and to Sanitation and Sewer easement and Duke Power easement shown on said plat. There is a drainage easement on the southeast side of said lot.

This being the same property conveyed to the Mortgagors herein by deed of John R. and Dixie J. McAdams dated March 3, 1982.



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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, 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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