

Runy made 28
Greenville, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
GREENVILLE CO. S.C.

VOL 1656 PAGE 358

WHEREAS, MICHAEL A. MCLAIN AND JAMES H. BERNHARDT

(hereinafter referred to as Mortgagor) is well and truly indebted to JAMES S. TANKERSLEY, A. GERALD STROUD AND LOIS C. STROUD

(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 Nine Hundred and no/100's

Dollars (\$ 5,900.00) due and payable

with interest thereon from date at the rate of eleven per centum per annum, to be paid: according to said Note.

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, on the southern side of Governors Court, being shown and designated as a portion of Lot No. 8 as shown on a plat of Governors Square recorded in the RMC Office for Greenville County in Plat Book 5P at Page 8 and also shown on a plat recorded in said RMC Office on March 21, 1979, in Plat Book 7B at Page 75 and having according to a more recent survey prepared by H. C. Clarkson, Jr., Surveyor, entitled "Property of A. Gerald Stroud and Lois C. Stroud" dated January 13, 1984, recorded in said RMC Office in Plat Book 10H at Page 87 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Governors Court at the joint front corner of Lots No. 7 and 8, and running thence with the chord of Governors Court, N. 78-48 E. 50.0 feet to an iron pin; thence running with a new line through Lot No. 8, S. 15-44 E. 136.35 feet to an iron pin; thence running S. 70-46 W. 125.20 feet to an iron pin; thence running with a new line through Lot No. 8, N. 43-45 W. 33.20 feet to an iron pin in the line of Lot No. 7; thence running with the joint line of Lots No. 7 and 8, N. 21-44 E. 149.3 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors by Deed of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP TAX
MAR-2'84
FR 11216
02.36

If all or any part of the property and interest therein is sold or transferred by the Mortgagor without the Mortgagee's prior written consent, then the Mortgagee may, at the Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable.

This Mortgage is being re-recorded to include the first paragraph above written.

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.

4. 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.

4.0001

RECORDED

4328-702

43134
2 APO 24 1370