

LAW OFFICES OF JOHN W. HOWARD, III, ATTORNEY AT LAW, 114 MANLY ST. GREENVILLE, S. C. 29601

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEMORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Perry J. McCarter

(hereinafter referred to as Mortgagor) is well and truly indebted unto Albert W. McCarter,

(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 One Hundred Six Thousand Two Hundred and 00/100

Dollars (\$ 106,200.00) due and payable
in ten (10) semi-annual payments beginning on January 5, 1985,

with interest thereon from January 5, 1985 at the rate of 8 per centum per annum, to be paid: semi-annually

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, containing 16.60 acres according to a plat of the Property of Albert McCarter, et al, made by John A. Simmons, RLS, on March 9, 1981, said tract being known and designated as Tract #3, and having the following courses and distances, to-wit:

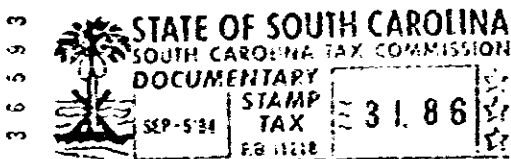
BEGINNING at nail and cap in Brushy Creek Road at the joint front corner of Tracts 3 and 4 and running thence along Brushy Creek Road, N. 41-43 W. 26.15 feet; thence continuing with Brushy Creek Road, N. 33-12 W. 334.9 feet to a nail and cap in said road at the joint front corner of Tracts 2 and 3; running thence along said Tracts 2 and 3, Tract 3 being owned by Robert F. McCarter and Tract 2 being owned by Albert W. McCarter, N. 59-17 E. 1883.4 feet to an iron pin; running thence N. 61-51 E. 808.1 feet to an iron pin at Enoree River; running thence with Enoree River as the line, S. 28-44 E. 71.3 feet to an iron pin; thence continuing with Enoree River as the line, S. 41-36 E. 155 feet to an iron pin, joint rear corner of Tracts 3 and 4; running thence along joint line of Albert W. McCarter and Albert Paul McCarter, S. 62-12 W. 818.9 feet; thence running S. 54-57 W. 1885.6 feet to a nail and cap in Brushy Creek Road, the beginning corner.

This being the same property conveyed to the Mortgagor herein by the Mortgagee herein by Deed dated August 31, 1984, which is to be recorded herewith in the RMC Office for Greenville County, S.C.

Mortgagee's address: 2210 Devenger Road, Greer, South Carolina 29651

There shall be no penalty for the prepayment of all or any portion of the monies borrowed hereunder.

In the event of the death of the lender, Albert W. McCarter, any and all balances due and remaining at that time shall be paid to the estate of Albert W. McCarter under the same terms and conditions contained herein.



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 Mortgagee 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.