

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

BOOK 87 PAGE 89A

FILED
GREENVILLE CO S.C.

WHEREAS, McPHIL, INC. 7 3 35 PM '84

(hereinafter referred to as Mortgagor) is well and truly indebted unto

DEVENGER POINTE COMPANY, a South Carolina Partnership

(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

Eight thousand two hundred fifty - - - - - Dollars (\$ 8,250.00) due and payable

at the time the second draw of a construction loan from First Federal Savings and Loan Association of South Carolina, or one year from date, whichever first occurs,

without

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

FROM CORNER OF LOTS 27 AND 29, AND RUNNING THENCE WITH THE COMMON LINE OF SAID Lots, N 57-01 W, 140.0 feet to an old iron pin; thence with the common line of Lots 13 and 24, N 32-59 E, 86.0 feet to an old iron pin; thence with the common line of Lots 23 and 24, S 57-01 E, 140.0 feet to an old iron pin on the northwestern side of Atherton Way; thence with Atherton Way, S 32-59 W, 86.0 feet to an old iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed from Devenger Pointe Company, a South Carolina Partnership, dated September 7, 1984, to be recorded simultaneously herewith.

This mortgage is junior in lien and subordinate to that certain mortgage to First Federal Savings and Loan Association, dated September 7, 1984, recorded in the RMC Office for Greenville County in REM Book 1680, at Page 812.

Mortgagee's address: Dee Smith Company, Inc., P. O. Box 6251, Greenville, SC 29606

PAID IN FULL AND SATISFIED
this 9th day of November, 1984.

By Dee A. Smith
Devenger Pointe Company,
a South Carolina Partnership

Butt Drane
Witness

14485

2 5 1 9
-2 SE 784
STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
SEP-84 TAX 02.49
PB. 11218

NOV 13 1984

Cancelled
Dannie J. Indenberg
RMC

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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