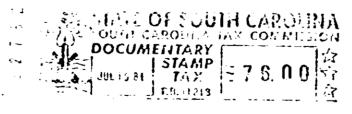
LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA 300K 1546 PAGE 814 MORTGAGE OF REAL ESTATE 0 S. C. MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN: 3SLEYWHEREAS. Ray D. Lathan and Doris M. Lathan (hereinaster referred to as Mortgagor) is well and truly indebted unto Joe C. McKinney and Myrtle McKinney (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 Ninety Thousand and No/100-----\_\_\_\_\_\_Dollars (\$ 190,000.00 ) due and payable as provided for in Promissory Note executed of even date herewith. **БЕК ЖЕНИЙ ЖЕКИМИМУ ЮАДЕЖИДА** XXXXX XIVEREST XIVE X XXXXXX **STANKA HOMEN SIK** 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's heirs, 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 eastern side of Birnam Court and being known and designated as Lot No. 3 of BIRNAM WOODS Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 56 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description. THIS is the same property as that conveyed to the Mortgagor herein by deed from William A. Higgins and Joan M. Higgins recorded in the RMC Office for Greenville County in Deed Book 1065 at Page 921 on September 30, 1977. ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, on the southern side of Seabury Court and being shown and designated as all of Lot No. 15 and part of Lot No. 14 of BIRNAM WOODS Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 56 and being shown on a more recent plat prepared by Carolina Surveying Company, dated May 10, 1977, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the southern side of Seabury Court and running thence along Seabury Court, S.77-56 E. 65 feet to an iron pin; thence turning and running S.48-13 E. 189.9 feet to an iron pin; thence running S.08-02 E. 163 feet to an iron pin; thence turning and running N.81-56 W. 199.7 feet to an iron pin; thence turning and running N.06-09 W. 275.2 feet to the point of beginning. THIS is the same property as that conveyed to the Mortgagor herein by deed from W.H. Alford

recorded in the RMC Office for Greenville County in Deed Book 1059 at Page 348 Jure 27, 1977

THE mailing address of the Mortgagees herein is:

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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 is 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 Mortgages forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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