

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
OCT 8 8 33 AM '73
DONNIE TANKERSLEY
R.H.C.

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

WHEREAS, We, JOHN P. O'BRIEN, JR. & SARAH ANN O'BRIEN

(hereinafter referred to as Mortgagor) is well and truly indebted unto JAMES K. BABER & CAROLYN M. BABER

(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

TEN THOUSAND ----- Dollars (\$ 10,000.00) due and payable \$202.77 on November 5, 1973 and a like amount on the 5th day of each and every month thereafter until paid in full, said installments to be applied first in payment of interest and then to principal

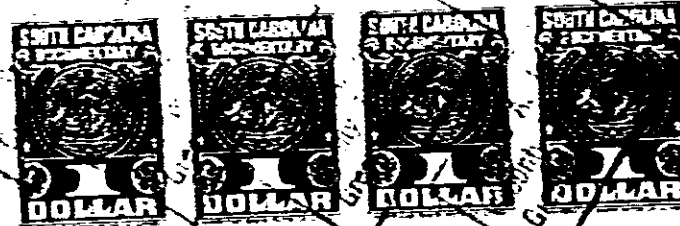
with interest thereon from date at the rate of 8% per centum per annum, to be paid: monthly

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, 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, in O'Neal Township, on the northern side of Groce Meadow Road, containing 17.22 acres, as shown on plat of property of James K. Baber, prepared by Terry T. Dill, Reg. CE & LS, dated October 3, 1972 and recorded in plat book at page in the RMC Office for Greenville County, S. C., and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin in the center of Groce Meadow Road and running thence N. 24-45 E. 600 feet to an iron pin; thence N. 01-04 E. 1544 feet to an iron pin, rear corner of said tract; thence S. 66-50 W. 495.6 feet to an iron pin, rear corner of said tract; thence S. 02-13 E. 1194 feet to an iron pin; thence S. 15-14 W. 400 feet to an iron pin; thence S. 68-30 E. 210 feet to an iron pin; thence S. 19-20 W. 209 feet to an iron pin, in the center of Groce Meadow Road; thence S. 69-46 E. 118 feet to an iron pin in the center of Groce Meadow Road, the point of beginning.



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

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