BOOK 1233 PAGE 149

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: THREATT-MAXWELL ENTERPRISES, INC.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Two Hundred Fifty Thousand and No/100 ---- DOLLARS

(\$ 250,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is **five** (5) years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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 Mortgagoe 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, being shown as 32.7 acres total, on a plat entitled "Property of Threatt-Maxwell Enterprises, Inc." recorded in Plat Book _____ at Page ____, in the RMC Office for Greenville County and having according to said plat the following metes and bounds:

BEGINNING at an iron pin a few feet east of the western edge of Hudson Road and running thence parallel with the western side of Hudson Road S 3-28 E 703.4 feet to an iron pin; thence crossing Hudson Road S 33-32 W 300 feet to an iron pin; thence following Brushy Creek as the line to-a point where Brushy Creek crosses a branch; thence following said branch as the line in a northeasterly direction to an iron pin at the corner of property now or formerly belonging to Robert H. and Elizabeth H. Collins; thence with said property N 83-03 E 291.5 feet to an iron pin; thence S 3-28 E 208.7 feet to an iron pin; thence N 84-02 E 1042.9 feet to an iron pin, the point of beginning.

LESS, HOWEVER, 1.17 acres shown on the above referred to plat and having the following metes and bounds:

BEGINNING at an iron pin at the western edge of the right of way of Hudson Road and running thence with the western edge of said right of way, S 3-28 E 185 feet to an iron pin; thence S 86-32 W 240 feet; thence N 18-00 W 50 feet; thence N 76-00 W 50 feet; thence N 5-58 W 108.5 feet; thence N 84-02 E 270 feet, more or less, to the beginning corner.

It is anticipated that this property will be subdivided into approximately 76 lots and the Mortgagee agrees to release any of the said lots upon payment to the Mortgagee by the Mortgagor of the sum of \$3,750.00 for each lot released.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

This is the same property conveyed to Mortgagor by deed recorded in Deed Book 929 at Page 444 in the RMC Office for Greenville County.