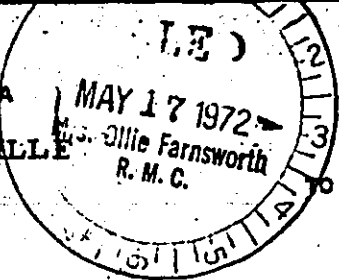


STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE



BOOK 1233 PAGE 529

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, William Allen Bell III and Mary Ann L. Bell

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

Southern Bank and Trust Company, Piedmont, S.C.

(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

Seven hundred sixty-three and 92/100----- Dollars (\$ 763.92 ) due and payable in twenty - four installments of \$31.83 each, the first of these being due and payable on June 22, 1972, with a like sum due and payable on the corresponding day of each and every calendar month thereafter until entire amount is paid in full.

with interest thereon from date at the rate of 7% per centum per annum, to be paid: in advance

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

All that certain piece, parcel or lot of land, with all the improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Grove Township, designated as Lot No. 17 on a plat made by F. E. Ragsdale, dated April, 1962 and August, 1962, entitled "Whispering Pines Sub-division" north of Piedmont, S. C.; and having such shape, metes, courses, and distances as will more fully appear by reference unto said plot.

Beginning at a point and running N 12 - 43' W. ( 406.5' ) to an iron pin in the branch, thence S 69-21' E ( 348.9' ) to an iron pin and then starting from the beginning point and running N. 40-36' E ( 146.3' ) to Oak Hill Drive, excluding the traffic circle ( r-50' ) thence beginning at a point on Oak Hill Drive running N. 40-36' E ( 164.4' ) to an iron pin at the corner of Lot No. 16.

Subject, however, to the conditions, restrictions, and limitations set forth in said deed from Dea Lester Holt and Esti D. Holt to James S. Cooley and to existing rights-of-way across the premises, if any, for roads and/or utilities.

This is the same property conveyed by deed of Nelson Moss to Bank of Piedmont, deed dated July 21, 1965, said deed recorded in the Office of Register of Mesne Conveyance for Greenville County in Book 802 of Deeds, page 305.

This is the same property conveyed by deed of Southern Bank and Trust Company ( Successor to Bank of Piedmont ) to William Allen Bell III and Mary Ann L. Bell, said deed dated May 15, 1972, recorded in the Office of Register of Mesne Conveyance for Greenville County simultaneously with this mortgage.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.