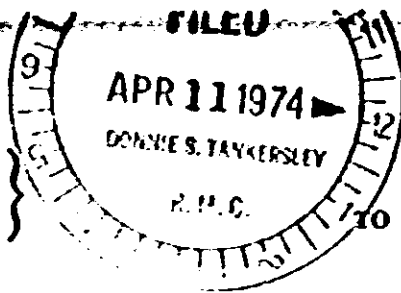


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



1307 PAGE 9

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Georgia Mae Gray,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Terplan, Inc.

(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 thousand one hundred eighty eight and no/100-- Dollars (\$1,188.00) due and payable
in eighteen (18) monthly installments of Sixty-six (\$66.00) each

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

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 Greenville

All that piece, parcel or lot of land situate, lying and being in Bates Township, Greanville County, South Carolina on the northern side of Second Street in the Town of Travelers Rest, being shown as Lot No. 57 on a plat recorded in the R M C Office for Greenville County in Plat Book M, page 129, and having, according to said plat, the following metes and bounds, to wit:

Beginning at a stake on the Northeast corner of Second Street and Second Avenue and running thence with the Northern side of Second Street N.69-40 E., 50 feet to the corner of Lot No. 58, thence to the line of Lot No. 58 N.16-09W. 150 feet to a stake, thence S. 69-40W., 50 feet to a stake on the Eastern side of second street, thence and being the property conveyed to Alberta Gary be deed recorded in Deed Book 763 page 316.

The above described land is intended to be, and shall include the parcel of land upon which Winchester Graham Homes of Anderson, South Carolina will build a Georgetown type shell home, in, or about June, 1965, for Alester Gary...



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.