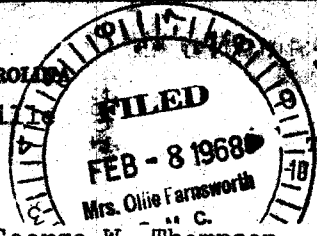


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, George W. Thompson

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

(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 Two Thousand Two Hundred Forty Five and no/100--
-----Dollars (\$2245.00) due and payable

in year from date of note (September 30, 1968).

with interest thereon from date at the rate of 4½ 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 accounts 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, in Butler Township, being known and designated as Tract No. 11 on plat of C. O. Riddle dated April, 1964 and recorded in the R.M.C. Office for Greenville County in Plat Book JJJ, Page 21, the said tract having according to plat the following metes and bounds, to wit:

Beginning at a point in county road, common corner of Tract No. 10 and running thence with Tract No. 10 N 40-32 W 1423.6 feet to an iron pin in branch, the center of which is the rear property line and a traverse of which is N 19-40 E 26.1 feet, N 63-20 E 176 feet, N 37-51 E 113.9 feet to an iron pin, said pin being 34 feet south of common corner with Tract No. 12 in center of said branch; thence with Tract No. 12 S 40-32 E 1418.3 feet to a point in the county road; thence with the county road S 49-28 W 309.8 feet to the beginning corner and containing 10.06 acres. This being the same property conveyed to me by deed recorded in Deed Book 775, page 201, R.M.C. Office for Greenville County.

Together with all and singular rights, members, heritaments, 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.

For Release from the Department of the State of South Carolina