STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, RONALD F. FLEMING

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

(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 AND NO/100 -----

Dollars (\$ 10,000.00) due and payable

SIX MONTHS FROM DATE

with interest thereon from

at the rate of date

per centum per annum, to be paid: semi-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 (\$3.60) to the Mortgagor in hand well and truly paid by the by the Mortgagee, and also in consideration of the further stant of Three Donais (\$5.00) to the Mortgager in hand wen 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 Fairview Township, being shown and designated as the larger portion of Tract B on plat surveyed at request of Jim Langston and R.F. Fleming by Joseph Montgomery, Surveyor, dated December 27, 1976 and recorded in the RMC Office for Greenville County in Plat Book ____ at Page ___ and having, according to said plat the following metes and bounds, to wit:

BEGINNING at an old iron pin on the southern edge of West Georgia Road at the northwestern corner of the within described Tract and running thence with the edge of West Georgia Road, N. 57-33 E., 308.34 feet more or less to an iron pin at the joint front corner of property previously conveyed to Ronald F. Fleming and Janice T. Fleming; thence as a new line, S. 30-13 E., 420 feet to an iron pin at the joint corner with Tract A; thence with the line of Tract A., S. 22-11 E., 713.6 feet to an iron pin; thence S. 17-46 E., N 220.0 feet to a nail and cap in Barker Road; thence with Barker Road the following Un courses and distances: N. 80-51 W., 28.12 feet to N.C.; thence N. 73-19 W., 152.98 feet To a N.C.; thence N. 70 W., 94.81 to N.C.; thence N. 78-53 W., 132.38 feet to an old anail in Barker Road; thence leaving said road, N. 23-53 W., 1052.39 feet to an old iron pin on the southern edge of West Georgia Road being the point of beginning.

This is the same property conveyed to the mortgagor and Jimmy C. Langston by Deed of Robert Robinson recorded in the RMC Office for Greenville County, July 20, 1976 and by Deed of Jimmy C. Langston to the mortgagor by Deed recorded in the RMC Office for Greenville County on December 5, 1976. SANHARY

Mortgagee's address:

Palmetto Bank 300 N. Weston Street Fountain Inn, S.C.

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.