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

JEFF GILREATH FOWLER and ANNIE MARGARET MARTIN

(hereinaster 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 Forty-seven Thousand and 58/100ths ------

Dollars (\$ 47,000.58) due and payable

AS SET FORTH IN SAID NOTE,

with interest thereon from date at the rate of 7-1/2 per centum per annum, to be paid: annually.

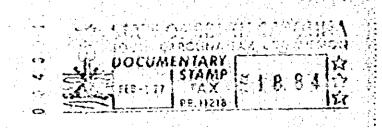
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 piece, parcel or tract of land, situate, lying and being on the eastern side of Hollow Drive and the western side of Leopard Road, in Greenville County, South Carolina, containing 77.88 acres, more or less, as shown on a plat entitled PROPERTY OF THE BUFFALO CO., INC., PROFIT SHARING PLAN AND TRUST, made by J. L. Montgomery, III, R.L.S., dated January 19, 1977, recorded in the RMC Office for Greenville County, S. C., in Plat Book 5X at page 64, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Leopard Road at the joint corner of the within described property and the northwesternmost corner of a 0.82 acre tract of land belonging to Larry Dean Jones and Mary Sue Jones, and running thence along the line of property now or formerly belonging to Leopard, N. 64-25 W., 782.72 feet to a stone in the line of property now or formerly belonging to Satterfield; thence along the Satterfield. line, S. 6-36 W., 617.11 feet to an iron pin; thence along the line of property belonging to Larry Dean Jones and Mary Sue Jones, S. 42-07 W., 600 feet to an iron pin; thence continuing with the Jones line, S. 50-53 W., 654.6 feet to an iron pin; thence continuing UN with the Jones line, N. 53-42 W., 605.71 feet to an iron pin on the eastern side of Mollow Drive; thence S. 4-43 E., 540.99 feet to an axle; thence S. 45-50 W., 92.52 feet to an iron pin; thence along the line of property of Carolina Springs Country Club, S. 52-04 E., 1250.68 feet to an iron pin; thence S. 38-03 W., 772.06 feet to a stake; thence N. 84-23 E., 1427.98 feet to a stone and iron pin; thence along the line of property now or formerly belonging to Lancaster, N. 12-07 E., 692.82 feet to a stone and iron pin; thence N. 55-16 W., 720.89 feet to an iron pin; thence along the line of property now or formerly belonging to Abbott, N. 36-42 E., 1038.3 feet to an iron pin; thence N. 25-50 E., 373.62 feet to an old spike in the center of Leopard Road; thence along the center of Leopard Road the following courses and distances: N. 20-53 W., 100.15 feet to a nail and a cap, N. 14-19 W., 81.4 feet to a nail and a cap, and N. 5-28 W., 185.6 feet to a nail and a cap, the point of beginning.

The within property is the same conveyed to the Nortgagors herein by the Mortgagees herein by deed dated January 31, 1977, to be recorded simultaneously herewith.



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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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