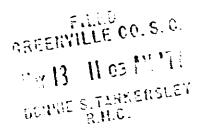
First Federal Savings & Loan

O.

Post Office Drawer 408
Greenville, S. C. 29602





State	of	South	Carolina
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COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

We, Charles S. Smith, III and Virginia Kay Smith

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW. KNOW ALL MEN. That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (53.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, bring and being in the State of South Carolina, County of Greenville, on the northeastern side of Old Town Way, being known and designated as Lot No. 39 as shown on plat entitled Holly Tree Plantation, dated May 28, 1973, prepared by Enwright Associates, Inc. and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-X, at Page 33, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northeastern side of Old Town Way at the joint front corner of Lots Nos. 38 and 39 and running thence with the common line of said Lots, N. 35-59-00 E. 125.0 feet to an iron pin; thence running N. 54-01-00 W. 125.0 feet to an iron pin at the joint rear corner of Lots Nos. 39 and 40; thence running with the common line of said Lots, S. 35-59-00 W. 125.0 feet to an iron pin on the northeastern side of Old Town Way; thence running with the northeastern side of Old Town Way, S. 54-01-00 E. 125.0 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Jack E. Shaw Builders, Inc. recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1056, Page 5/6, on May 13, 1977.

(CONTINUED ON NEXT PAGE)