

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED TO ALL WHOM THESE PRESENTS MAY CONCERN:
S.C.

WHEREAS, JOSEPH K. TALLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto DONN L. WANSLEY
AARON C. FISHER and LULA MAE T. FISHER

(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 Fifty Thousand and No/100-----

----- Dollars (\$ 50,000.00) due and payable
In annual installments of Five Thousand and No/100 Dollars (\$5,000.00) commencing
September 1, 1985 and Five Thousand and No/100 Dollars (\$5,000.00) on the first (1st)
day of September of each year thereafter until paid in full.

with interest thereon from date hereof at the rate of Ten (10%) per centum per annum, to be paid: Annually

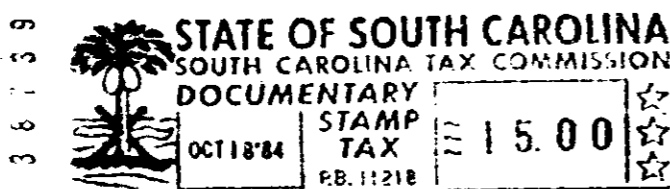
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, consisting of 14.00 acres, more or less, as shown on Plat of Arthur LeRoy Talley prepared by H. S. Brockman, dated June 10, 1944, and having according to said plat the following metes and bounds, to-wit:

BEGINNING according to said plat at an iron pin on the property bounded by Grady Foster on the north and the Lee Smith Estate on the east and running N. 83-45 W. 1,215 feet to an iron pin; thence turning and running S. 13-35 W. 926 feet to an iron pin; thence turning and running N. 64-20 E. 1,386 feet to a stone; thence running N. 62-35 E. 200 feet to an iron pin; thence running N. 10 W. 70 feet to the point of beginning.

LESS, however, all those pieces, parcels or lots of land conveyed jointly to Joseph K. Talley and Sara J. Talley, by deeds of Arthur LeRoy Talley recorded in the RMC Office for Greenville County, SC, in Deed Book 648 at Page 446, and Deed Book 808, at Page 413, respectively.

Derivation: Aaron C. Fisher and Lula Mae T. Fisher, Deed Book 1224, at Page 391, recorded Oct 18, 1984.

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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.

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