STATE OF SOUTH CAROLINA 12 73 9 24 11 12 COUNTY OF Greenvilled S. TANKERSLEY R. H.C.

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

WHEREAS, VICTOR K. BALLEW and ELIZABETH D. BALLEW

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF TRAVELERS REST, Post Office Box 485, Travelers Rest, South Carolina 29690

(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 Twenty Six Thousand and no/100-----

_____ Dollars (\$ 26,000.00) due and payable

as provided in said promissory note.

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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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, containing 112.25 acres, more or less, on the east side of Moody Bridge Road, and being shown as a tract of 112.25 acres on plat of property of Dorothy F. Garrett, Callie F. Barrow, and E. F. Fair-cloth Estate, made by C. O. Riddle, R.L.S. on November, 1970 which plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4L at Page 193 and having according to said plat, the following description:

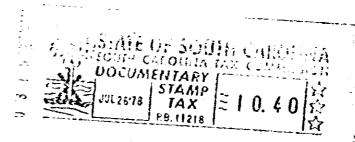
BEGINNING at an iron pin in the center of Moody Bridge Road, corner with property now or formerly belonging to Dorothy F. Garrett and property now or formerly belonging to Callie F. Barrow, and running thence along the center of said Moody Bridge Road, the following courses and distances, to-wit: S 51-56 W 373.2 feet; S 50-54 W 100 feet; S 46-13 W 100 feet; S 42-04 W 100 feet; S 38-06 W 100; S 33-07 W 147 feet; S 27-47 W 921.4 feet; S 30-30 W 100 feet; S 37-32 W 100 feet; S 44-27 W 160 feet; and S 41-29 W 100 feet; thence leaving Moody Bridge Road and running along property now or formerly of McGee and others, N 73-43 E 685 feet to an iron pin and stone; thence S 20-11 E 1,635 feet to an iron pin corner with property now or formerly of McG ee; thence N 77-47 E 1,316 feet to an iron pin; thence N 10-48 E 2,149 feet to an iron pin corner with property now or formerly belonging to Callie P. Barrow; thence with that property, S 77-58 W 560 feet to an iron pin; thence S 51-54 W 300 feet to an iron pin; thence N 35-21 E 1,306.6 feet to the center of Moody Bridge Road, the point and place of beginning.

Being the same conveyed to the Mortgagors by deed of Martha F. Bullock, etc., et al., dated June 30, 1978, to be recorded herewith.

The Mortgagee agrees to release from the lien of this mortgage such portion of the property described above which the Mortgagee, in its discretion, may determine, for the sum of Five Hundred and no/100 (\$500.00) pollars per acre.

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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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