

Mortgagee's Address: c/o Bud Campbell, Inc.
137 Howard St.
Anderson, S.C. 29356

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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To all whom these Presents may Concern :

We, Charles R. Frost and Wanda T. Frost

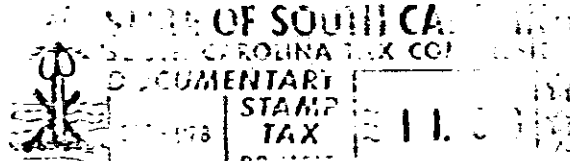
SEND GREETING:

Whereas, we, the said Mortgagors

in and by our certain promissory note in writing, of even date with these
Presents, are well and truly indebted to Herbert Otto Smith, the said Mortgagee

in the full and just sum of ***** TWNETY-EIGHT THOUSAND FOUR HUNDRED (\$28,400.00) DOLLARS **
, to be paid as specified on said Note

, with interest thereon from date



at the rate of 8% per centum per annum, to be computed and paid as specified on said Note

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That we, the said Mortgagors

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to US, the said Mortgagors

, in hand well and truly paid by the said Mortgagee

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Mortgagee, his heirs and assigns forever:

All that piece, parcel, or tract of land, with improvements thereon, located in the County of Greenville, State of South Carolina, near Gowensville and being shown as 35.2 acres on a plat of the property of Charles R. Frost by Wolfe and Huskey Engineers and Surveyors, said plat to be recorded herewith, and being more particularly shown and described on said plat as:

BEGINNING at a spike in the intersection of Lister and Davis Roads; approximately two (2) miles from Highway 11, and running thence, S. 61-10 W. 266.4 feet to an old iron pin; thence, running N. 71-20 W. 483.3 feet to an old spike; thence, S. 88-38 W. 400.6 feet to a point; thence, N. 88-37 W. 327.7 feet to an old spike; thence, turning and running N. 62-05 W. 958.9 feet to a point; thence, turning and running N. 77-25 E. 899.2 feet to a point; thence, turning and running N. 13-10 W. 524.3 feet to an old iron pin; thence, turning and running N. 83-51 E. 326.9 feet to a spike in the center of Davis Road; thence, turning and running with Davis Road, S. 50-09 E. 235.9 feet to a point; thence, S. 52-39 E. 186 feet to a point; thence, S. 54-17 E. 115 feet to a point; thence, S. 43-40 E. 300 feet to a spike; thence, S. 39-00 E. 200 feet to a spike; thence, S. 20-20 W. 545.1 feet to the point of BEGINNING.

This being the same property conveyed to the Mortgagors herein by Deed from the Mortgagee herein to be recorded in the RYC Office for Greenville County herewith.

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