Mrs. Robert A. Rigby, 8 Well Street, Greenville, S.C. 29609

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

LLOYD D. AUTEN WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto DR. W. H. POWE, JR., HELEN POWE RIGBY, AND NANCY POWE CHRISTOPHER,

(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 Sixty-Two Thousand Five Hundred and No/100----

Dollars (\$ 62,500.00) due and payable

ACCORDING TO THE TERMS OF THE NOTE OF EVEN DATE EXECUTED SIMULTANEOUSLY HEREWITH.

with interest thereon from

date

at the rate of twelve (12%)er centum per annum, to be paid: quarterly.

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 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, as is more fully shown on a plat entitled "Property of HELEN M. POWE ESTATE" prepared August 9, 1977, by C. O. Riddle, Surveyor, containing 36.39 Acres, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Groce Road, at its intersection with Farr's Bridge Road (S.C. 183), and running thence with the center of Groce Road the following metes and bounds, to-wit: N. 14-23 W. 300.1 feet to an iron pin; N. 10-07 W. 114.45 feet to an iron pin; N. 5-36 W. 132.35 feet to an iron pin; N. 18-27 W. 80.05 feet to an iron pin; N. 45-18 W. 88.7 feet to an iron pin; N. 51-09 W. 86.4 feet to an iron pin; N. 33-12 W. 71.7 feet to an iron pin; N. 18-46 W. 253.6 feet to an iron pin; N. 23-35 W. 65.35 feet to an iron pin; N. 33-48 E. approximately 160 feet to a point on the Eastern side of Groce Road; and running thence with the Eastern side of Groce Road approximately 130 feet to a point in the line of property of Greater Greenville Sanitation Commission; running thence S. 86-09 E. 10 feet, more or less, to an iron pin in the center of the old Road; running thence S. 86-09 E. 256 feet to an old iron pin; running thence S. 5-32 W. 43.1 feet to an iron pin on the bank of a branch at the corner of property now or formerly of Sarah D. and Laura M. Jones; running thence with the branch as the line, the traverse lines of which are S. 53-32 E. 205.8 feet to an iron pin; N. 84-24 E. 90.3 feet to an iron pin; S. 77-06 E. 72.6 feet to an iron pin; S. 70-07 E. 187.8 feet to an iron pin; S. 33-05 E. 85.7 feet to an iron pin; N. 89-37 E. 42.8 feet to an iron pin; S. 73-17 E. 109.6 feet to an iron pin; S. 21-04 E. 176.8 feet to a poplar; and running thence S. 62-35 E. 847.9 feet to an old iron pin at the center of an old Road; running thence with the center of said old Road the following metes and bounds, to-wit: S. 39-25 W. 118.65 feet to an iron pin; S. 61-19 W. 105.6 feet to an old iron pin; S. 63-24 W. 93.25 feet to an iron pin; S. 39-55 W. 120.2 feet to an old iron pin; S. 26-15 W. 130.3 feet to an iron pin; S. 18-46 W. 115 feet to an old iron pin; S. 18-02 W. 63.25 feet to an old iron pin; S. 26-10 W. 142.1 feet to an old iron pin on the Northern side of Farr's Bridge Road; running thence with the Northern side of Farr's Bridge Road the following metes and bounds, to-wit: N. 70-59 W. 166.15 feet to an iron pin; N. 73-17 W. 152.7 feet to an iron pin; N. 75-40 W. 168.3 feet to an iron pin; N. 77-22 W. 532.6 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagor herein by the Mortgagees herein by deed of even date to be recorded simultaneously herewith.

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

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