MORTGAGE OF REAL ESTATE—Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, \$400.1233 FACE 26

COUNTY OF CREENVILLE CO. S. DURK.

MORTGAGE OF REAL ESTATE

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WHEREAS WINE, ROBERD LEY SWAIN, JR. & MARY W. SWAIN R.M.C.

(hereinaster referred to as Mortgagor) is well and truly indebted unto UNITED SAVINGS & LOAN ASSOCIATION, King, N.C. Post Office Box 586

(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

ONE HUNDRED TWENTY SIX THOUSAND THREE HUNDRED ----- Dollars (\$ 126,300.00) due and payable In accordance with terms of note of even date herewith,

with interest thereon from ---- at the rate of ____ per centum per annum, to be paid: _

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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, the Mortgagoe's heirs, 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, known and designated as Lot No. 90, shown on a plat of the subdivision of WEDGEFIELD, Section I, recorded in the Office of RMC for Greenville County in plat book 9-W page 21.

This is the same property conveyed to mortgagors by deed of even date herewith, from The Fortis Corporation, to be recorded.

ALSO:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 2-G of a subdivision known as WOODWIND TOWNHOUSES, PHASE III according to a plat thereof dated 9/15/82 prepared by Heaner Engineering Co., Inc. and recorded in the RMC Office for Greenville County 9/17/82 in plat book 9-F page 10, and having such metes and bounds as shown thereon.

This property was conveyed to mortgagors by The Fortis Corporation by deed of even date herewith, to be recorded.

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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.

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TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is 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 lieus and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee Torever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.