STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

FILTO

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

WHEREAS, GERRY G. REGISTER and SHELLEY V. REGISTER
OF THE COUNTY S. HANDERS LEY
(hereinafter referred to as Mortgagor) is well and only indebted unto JAMES RILLS JAMES WILLIAM DURHAM, DARRELL LEE DURHAM, CHARLES MICHAEL DURHAM, MARTIN H. DURHAM and DAVID BRIAN DURHAM,

(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

SIXTEEN THOUSAND

Dollars (\$ 16,000.00) due and payable

in 120 equal, monthly installments of \$229.56, commencing one month from date, and on the same day of each month thereafter, until paid in full,

with interest thereon from

at the rate of 12%

per centum per annum, to be paid: monthly by

amortization

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 (\$3.09) 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

ALL that certain piece, parcel, or tract of land, containing 12.0 acres, more or less, situate, lying and being on the southern side of U. S. Highway 276, in Cleveland Township, Greenville County, South Carolina, and having, according to a Plat entitled "PLAT FOR M. L. JARRARD" prepared by Webb Surveying & Mapping Co., February 1971, recorded in the RMC Office for Greenville County in Plat Book 4-I, at Page 31, the following metes and bounds:

BEGINNING at a point on the southern side of U. S. Highway 276 where a branch passes under said highway through a culvert, and running thence with U. S. Hwy 276, N 81-40 E, 25 feet to an iron pin; thence continuing with the southern side of U. S. Hwy 276, N 81-40 E, 721.9 feet to an iron pin; thence S 15-10 E, 788 feet to an iron pin; thence \$ 79-48 W, 128 feet to an old iron pin; thence along the line of property now or formerly of Briggs, S 79-52 W, 513.8 feet to an old iron pin; thence continuing to the center of a branch as the property line; thence with the center of said branch as the property line, following the meanders thereof in a northerly direction, the traverse lines of which are N 12-12 W, 561 feet to a point; thence N 38-16 W, 281.2 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of the Mortgagees, dated September 28, 1984, to be recorded simultaneously herewith.

5

THIS IS A PURCHASE MONEY MORTGAGE.

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TA X 98.112:8

Mertgagees' address: Route 1, Saluda Lake Road, Greenville, SC 29611

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 bereafter 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 beirs, 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 layfully 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 forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.