SEP 29 3 51 PM WEST ( 0001 1070 Min 578

P. I. C. LOAN NUMBER

5-148-610

to wit:

OLLIE FARNSWORTH R. M.C.

State of South Carolina, COUNTY OF GREENVILLE

THIS MORTGAGE, made the

September

, 1967, between

Walter W. Goldsmith, Trustee,

, State of South Carolina , hereinafter called Mortragor, and Greenville THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having its principal office in Newark, New Jersey, hereinafter called Mortgagee,

WHEREAS, Mortgagor is indebted to Mortgagee for money loaned, to secure the payment of which Mortgagor has exeouted and delivered to Mortgagee a note of even date herewith, in the principal sum of Twenty-eight

thousand and No/100-----

Dollars (\$ 28,000.00 ), payable to the order of Mortgagee at its aforesaid principal office or at such other place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance October of said principal sum with interest thereon maturing and being due and payable on the first day of 1982 , to which note reference is hereby made.

NOW, THEREFORE, Mortgagor, in consideration of the aforesaid debt, and also in consideration of the further sum of Three Dellars to him in hand paid by Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing (1) payment of said indebtedness as in said note provided (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents grant, bargain, sell and release to Mortgagee, its successors and assigns, the following described real estate situated in the Mauldin Town Greenville County, South Carelina: of

ALL that lot of land with buildings and improvements lying on the Northwestern side of Miller Road in Austin Township, Greenville County, South Carolina, being a part of Tract B on a Plat of the Property of Blake P. Garrett and David H. Garrett, dated May 24, 1966, made by Carolina Engineering and Surveying Co., and recorded in the RMC Office for Greenville County, S. C., in Plat Book MMM, page 151, and having according to a plat entitled "Property of Walter W. Goldsmith, Trustee", dated August 9, 1967, made by Carolina Engineering and Surveying Co., the following metes and bounds, with

BEGINNING at an iron pin on the Northwestern side of Miller Road at the common front corner of Tract B and Windsor Park Subdivision, and running thence along said side of Miller Road, S. 65-20 W., 128.7 feet to an iron pin; thence continuing along said side of Miller Road, S. 55-11 W., 22 feet to an iron pin; thence running a new line through Tract B, N. 30-29 W., 250 feet to an iron pin; thence continuing with a new line through Tract B N. 59-31 E., 149 feet to an iron pin; thence along the line of Windsor Park Subdivision, S. 30-15 E., 260 feet to an iron pin, the beginning corner.

The above described property is a part of the same conveyed to Walter W. Goldsmith by deed dated June 21, 1966, and recorded in the RMC Office for Greenville County, S. C., in Deed Book 801, page 289, and the said Walter W. Goldsmith has executed this mortgage and the note which the same secures as Trustee pursuant to the powers and authorities conferred upon him as such in accordance with the terms and conditions of that certain Trust established in said deed.

The Mortgagor further covenants that the parking areas, drives, and loading area of approximately 27,900 square feet shall be maintained constantly and that without the prior written consent of the Mortgagee no buildings or other structures shall be erected thereon and no new buildings or additions to existing buildings shall be erected on the remainder of the security.

The Mortgagor herein covenants that it will furnish to the Mortgagoe each year a sworn itemized statement of annual income and expense with respect to the premises herein conveyed.

FOR SATISFACTION TO THE IMPROPAGE OF