MORTGAGE OF REAL ESTATE-Prepared by WILKINS, Autorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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

WHEREAS, WINSOR E. CARPENTER

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOSEPH A. WELLS, As Trustee for Orthodontic Associates, P.A. Profit Sharing Plan and Trust

(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 FIVE THOUSAND FOUR HUNDRED NINETY-FIVE and 04/100-

in 3 equal annual installments of \$1,831.68, beginning September 30, 1980 and ending September 30, 1982. Interest has been computed and added in.

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 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, the Mortgagee'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

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. 9, as shown on plat of the subdivision of HENDERSON FOREST, which is recorded in the Office of the R.M.C. for Greenville County, S.C. in plat book 4-R at page 41 and having, according to said plat the following metes and bounds, to-wit:

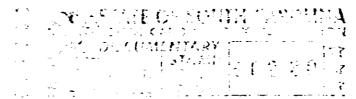
BEGINNING at an iron pin on the western side of Glenda Lane, at the joint front corners of Lots No. 9 and 10 and running thence with the joint line of said lots, S. 78-53 W. 171.4 feet to an iron pin at the joint rear corner of Lots No. 9 and 16; thence running with the joint line of said lots, N. 21-39 W. 92.4 feet to an iron pin in line of property now or formerly of Parie Jones Green; thence with the line of said property; N. 74-59 E. 187.5 feet to an iron pin on the western side of Glenda Lane; thence with said lane, S. 17-37 E. 7.9 feet to a point in the curve of Glenda Lane; thence continuing with said curve, S. 12-23 W. 50 feet to a point; thence continuing with said curve, S. 39-53 E. 34.5 feet to the point of beginning.

THIS is the same property conveyed to the mortgagor by the mortgagee by deed of even date herewith, to be recorded.

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

Mortgagee's Address:

10 Cleveland Court Greenville, S. C. 29607



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 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 liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the sail premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever Lawfully claiming the same or any part thereof.

1328 RV.2
