STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

(hereinafter referred to as Mortgagor) SEND (S) GREETING: GEORGE M. PLYLER AND MARY H. PLYLER *Helen J. Croxton and Hugh B. Croxton, Jr. as Executors and Trustees of the Estate of Hugh B. Croxton, Sr.

WHEREAS, the Mortgagor is well and truly indebted unto Helen J. Croxton, Individually and* (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 Two Hundred Thousand & no/100 ______DOLLARS (\$ 200,000.00 with interest thereon from date at the rate of 12 per centum per annum, said principal and interest to be repaid as follows:

Interest shall be payable quarterly beginning on April 15, 1984 with the entire principal balance due and payable on or before January 15, 1989.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced 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 (\$3.00) 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

ALL that certain tract of land containing 14.77 acres, more or less, located on the southerly side of Roper Mountain Road, in Greenville County, State of South Carolina, and having according to a plat prepared by Freeland & Associates dated January 11, 1984, entitled "Survey for George M. Plyler", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Roper Mountain Road and running thence with the southerly side of said Roper Mountain Road, S. 62-41 E., 335.4 feet to an iron pin; thence continuing with the southern side of Roper Mountain Road, S. 62-16 E., 174.9 feet to an iron pin; thence along the common boundary of the property herein described and Lots 5, 6, 6A and 7 of Huntington Subdivision, S. 30-02 W., 1015.8 feet to an iron pin; thence S. 05-43 E., 156.6 feet to an iron pin; thence N. 70-16 W., 320.3 feet to an iron pin; thence N. 85-08 W., 283.7 feet to an iron pin at or near the water level of Huntington Lake; thence with the water level of Huntington Lake as the property line (and having a traverse from the last mentioned iron pin, N. 15-42 E., 290 feet; thence N. 23-08 E., 234.5 feet to an iron pin at or near said water level) thence N. 48-32 E., 64.6 feet to an iron pin; thence N. 70-18 E., 41.5 feet to an iron pin; thence N. 30-39 E., 288 feet to an iron pin; thence N. 27-36 E., 7.4 feet to an iron pin; thence N. 31-27 E., 93.4 feet to an iron pin at or near a branch; thence with the center line of said branch as the property line (and having a traverse from the last mentioned iron pin, N. 89-54 E., 100 feet to an iron pin; thence N. 22-58 E., 102 feet, thence N. 09-44 E., 160.9 feet) to an iron pin on the southern edge of Roper Mountain Road, the point of beginning.

This is the same property conveyed to the Mortgagor by deed of the Mortgagees herein recorded simultaneously herewith.

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the --2 JM1° 97 real estate.

PERMITTED A