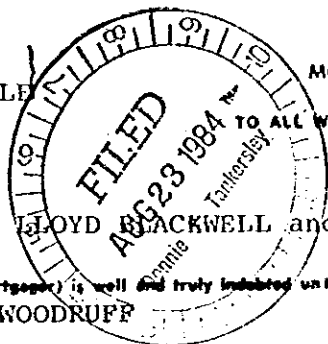


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:



WHEREAS, BENNY LLOYD BLACKWELL and SHERRY B. BLACKWELL

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN THOMAS WOODRUFF and DONNA SMITH WOODRUFF

(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 ELEVEN THOUSAND AND NO/100

Dollars (\$11,000.00) due and payable

in accordance with the terms and conditions of Note executed of even date

with interest thereon from date at the rate of _____ per centum per annum, to be paid

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:

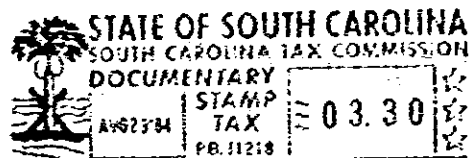
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee 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 Greenville and being shown and designated as LOT NO. FOURTEEN (14), and containing FIVE AND NO/100 (5.00) ACRES, more or less, as shown on a survey for DURBIN CREEK FARMS, dated June 24, 1980, and recorded January 15, 1981, in Plat Book 8-I, Page 44, in the Office of the Clerk of Court for Greenville County, South Carolina. Reference being made to such plat for the metes and bounds of such lot. And also a right-of-way over and across that certain sixty feet (60') right-of-way street designated as Tract Two (2) containing One and 9/100 (1.09) acres as shown on such plat.

This conveyance also includes an easement and right-of-way over, through, and across that certain private road which is shown on the above described plat beginning at a cul-de-sac in the northeastern portion of Durbin Creek Farms and terminating at the intersection of the southeastern portion of Durbin Creek Farms at the intersection of Tract Two (2) which is shown also as a private road on the plat. Such private road is sixty feet (60') wide.

This being the same property as conveyed to Mortgagors herein by deed of John Thomas Woodruff and Donna Smith Woodruff dated August 20, 1984 and recorded in the R.M.C. Office for Greenville County in Deed Book _____, Page _____ on August 23, 1984.

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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 of all 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 such 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 it 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 said premises unto the Mortgagee forever, from and against the Mortgagor and all persons, whomsoever lawfully claiming the same or any part thereof.

RECEIVED

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