ALL that piece, parcel or lot of land, situate, lying and being in Greenville County, State of South Carolina, containing 50 acres, more or less, bounded on the West by Roper Mountain Road and on the South by Highway I-385, and having according to a plat prepared for "Fidelity Company, Inc.", which plat is recorded in the Office of the RMC for Greenville County in Plat Book TTT at Page 15, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the edge of the right-of-way of Roper Mountain Road at the joint corner of the property herein described and property now or formerly of Adams, and running thence S. 40-40 E. 200 feet to a concrete monument; thence continuing S. 40-42 E. 558.23 feet to a stone; thence continuing S. 38-46 E. 1,009.50 feet to a concrete monument; thence turning and running N. 64-50 E. 265 feet to an iron pin; thence continuing N. 59-45 E. 398.85 feet to a concrete monument; thence turning and running S. 24-59 E. 505.36 feet to an iron pin; thence turning and running S. 25-07 W. 1,133 feet, more or less, to a point; thence turning and running S. 25-07 W. 1,133 feet, more or less, to a point in the right-of-way of I-385; thence along the right-of-way of I-385, the following courses and distances: N. 64-53 W. 920 feet, more or less, to a concrete monument; thence N. 61-38 W. 600.56 feet to a concrete monument; thence N. 60-13 W. 199.69 feet to a concrete monument; thence turning and running N. 35-04 W. 298.19 feet to a concrete monument; thence turning and running N. 1-56 W. 83.80 feet to a concrete monument; thence turning and running N. 1-56 W. 83.80 feet to a concrete monument; thence turning and running N. 1-56 W. 83.80 feet to a concrete monument; Nence turning and running Along the right-of-way of Roper Mountain Road the following courses and distances: N. 28-37 E. 29.95 feet to a concrete monument; N. 29-09 E. 193.15 feet to a concrete monument; N. 26-16 E. 176.90 feet to an iron pin; N. 23-35 E. 161.70 feet to an iron pin; N. 22-16 E. 203 feet to an iron pin, the point of Beginning.

The foregoing property was devised unto the Mortgagee under the Will of D. A. Ballenger and was conveyed by the Mortgagee to Mortgagor by Deed of even date herewith. This mortgage is given to secure a portion of the consideration of the aforesaid deed.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said Dora T. Ballenger, her Heirs and Assigns forever.

AND the said . South Carolina Tricentennial Commission

does hereby bind itself and its Successors to warrant and forever defend all and singular the said premises unto the said Dora T. Ballenger, her

Heirs and Assigns, from and against itself and its Successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties hereto that the said Mortgagor, its successors or assigns shall keep the buildings erected, or to be erected on said premises, insured against loss and damage by fire for the benefit of the said Mortgagee, for an amount not less than

Dollars in such Company as shall be approved by the Mortgagee executors, administrators or assigns, and shall deliver the policy to the said Mortgagee, and in default thereof, the said Mortgagee executors, administrators or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof,

with interest thereon from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Mortgagee executors, administrators or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties that if the Mortgagor, its successors or assigns shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee heirs, executors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon from the date of such payment.