GREENVILLE CO.C.

1202 3389

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: HOLLY TREE PLANTATION, A LIMITED

PARTNERSHIP

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Five Hundred Thousand and no/100ths----- DOLLARS

(\$ 500,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is three years after the diffe hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

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, including advances made by the Mortgagee on other or no security:

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 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, on the eastern and western sides of S.C. State Highway No. 14, the northern and southern sides of Gilders Creek, the northern and southern sides of the Adams Mill Road (Old S.C. Highway No. 14), the northern and southern sides of Roberts Road, and on the southern and eastern sides of Bethel Road (S.C. Highway No. 48), in Austin Township, Greenville County, South Carolina, known as HOLLY TREE PLANTATION being shown as 145.68 acres and 204.33 acres on plats of the property of James G. Bannon, et al, made by Enwright Associates, Engineers, dated January 4, 1973, recorded respectively in the RMC Office for said County and State in Plat Book 4-Y at page 21 and 4-T at page 50, as Tracts 1, 2 and 3, containing respectively 29.59 acres, 37.22 acres, and 29.70 acres on a plat of a survey for G. A. and Gwendolyn Roberts made by Enwright Associates dated December 26, 1972, recorded in the RMC Office for said County and State in Plat Book 4-S, at page 76, as 45 acres, more or less, Tract A, on a plat of the property of George W. Webb made by Enwright Associates, Engineers, dated December 22, 1972, recorded in the RMC Office for said County and State in Plat Book 4-T, at page 48, and as 282.43 acres on a plat of property of Poinsett Lands, et al, made by Enwright Associates, Engineers, dated January 9, 1973, recorded in the RMC Office for said County and State in Plat Book 4-S, at page 75, all of which property is more particularly described by metes and bounds, and is subject to the provisions for the release of a part or parts thereof set forth in "SCHEDULE A" attached hereto, incorporated herein by reference and made a part hereof as though fully set forth herein.

ALSO: 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, in Austin Township, on the eastern side of the Adams Mill Road, and the southern side of a county road, being shown and designated as 22.94 acres, more or less, (continued on page four hereof)

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 real estate.