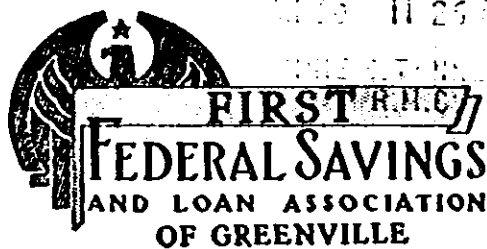


First Federal Savings & Loan Association
301 College Street
Greenville, South Carolina



GREENVILLE COUNTY
11 26 1978 1421 843

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Ellison D. Smith, III and Louise C. Smith (hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of One Hundred Ten Thousand and No/100 ----- (\$ 110,000.00-----)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain ----- a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Nine Hundred Four and 95/100 ----- (\$ 904.95 -----) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable --30-- years after date, and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel or tract of land, with improvements thereon or hereafter to be constructed thereon, situate, lying and being near the City of Greer, in the County of Greenville, State of South Carolina and shown and designated as a 40.00 acres tract, according to a survey prepared by Morgan & Applewhite Engineering Associates entitled "Plat of a Tract of Land for Ellison D. Smith, III and Louise C. Smith" recorded in the R.M.C. Office for Greenville County in Plat Book 65 at Page 66 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Rock Road and running thence with the joint line of this tract and other property of Smith, N. 12-43 W., 1,051.4 feet passing an iron pin at 1,000.00 feet to a point in the center of Enoree River; running thence with the center of said river as the line the following traverses and distances, to-wit: N. 20-00 E., 120.0 feet; thence N. 4-03 E., 220.0 feet; N. 28-45 E., 237.3 feet; N. 40-00 E., 250.0 feet; N. 55-00 E., 150.0 feet; S. 78-00 E., 100 feet; S. 65-00 E., 300 feet; S. 80-00 E., 300.0 feet; S. 68-00 E., 100 feet; S. 35-00 E., 100.0 feet; S. 23-00 E., 200 feet; S. 36-00 E., 200 feet; S. 32-00 E., 150 feet; thence S. 48-20 W., 1,632.6 feet to an iron pin in Rock Road; running thence across Rock Road S. 20-00 W., 194.5 feet to an iron pin in the line of property now or formerly of J. Harvey Cleveland, et al; running thence with said property line N. 85-23 W., 103.7 feet to an iron pin; thence N. 20-00 E., 222.0 feet to a nail, the point and place of beginning.

This is a portion of the property conveyed to the Mortgagors herein by deed of Bessie H. DeCamps, et al, recorded January 31, 1978 in Deed Book 993 at Page 197.