CONTROL OF THE PROPERTY OF THE MORTGAGE OF REAL ESTATE-Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C. NO. 1401 PAGE 21

1/14 Crescent au Droille CREENVILLE CO. S. C. The State of South Caroling, 20 11 38 AH '7B DONNIE S.TANKERSLEY

HAYHSWORTH, PETRY, BREAT 1845 ! MARION & JOHNSTONE, RITT

County of GREENVILLE

To All Whom These Presents May Concern: We, Thomas D. Whitmire, III and Sarah S. Whitmire, -----

, the said Thomas D. Whitmire, III and Sarah S. Whitmire Whereas, note in writing, of even date with these certain promissory note in and by their well and truly indebted to James H. Johnson ----presents, in the full and just sum of Twenty-four thousand, five hundred and no/100ths (\$24,500.00) , to be paid five (5) years from date, -----Dollars, -----, with interest thereon from at the rate of eight / per centum per annum, to be computed and paid quarterly ----until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That We, the said Thomas D. Whitmire, III and Sarah S. Whitmire, -----, , in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said James H. Johnson according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us , the said Thomas D. Whitmire, III and Sarah S. Whitmire , in hand well and truly paid by the said James H. Johnson ----at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said-----

James H. Johnson, his heirs and assigns, forever: ALL that certain piece, parcel or lot of land with buildings and improvements thereon, lying and being on the Southerly side of Crescent Avenue in the City of Greenville, South Carolina, being shown and designated as Lot No. Three (3) and the Western portion of Lot No. Four (4) of "Addition No. 1 to Forest Hills" as shown on a plat made by Dalton & Neves Engineers, March 1937, recorded in the R.M.C. Office for Greenville County, South Carolina, in Flat Book D, at pages 226 and 227, and a small triangular portion of property formerly designated East Lanneau Drive, and having according to a more recent survey entitled "Property of Thomas D. Whitmire, III and Sarah S. Whitmire" dated March, 1979, prepared by Dalton & Neves Engineers,

BEGINNING at an iron pin on the Southerly side of Crescent Avenue, said pin being the joint front corner of Lots 2 and 3, and running thence with the Southerly side of Crescent Avenue on a curve, the chord of which is S. 87-13 E. 90 feet to an iron pin, thence continuing with said Avenue on a curve, the chord of which is N. 83-05 E. 45 feet to iron pin, thence on a line through Lot No. 4 S. 2-35 E. 229 feet

the following metes and bounds, to-wit:

X2