COUNTY OF GREENVILERE NV

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEP 7 9 08 44 183

WHEREAS,

JOHN ATEX COGDILL SEY

(hereinafter referred to as Mortgagor) is well and truly indebted un to JAMES A. BOLING, SR.

(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

ONE HUNDRED FIFTEEN THOUSAND AND NO/100----- Dollars \$115,000.00) due and payable

as outlined in Note of even date.

with interest thereon from date at the rate of P-2328 per centum per annum, to be paid Monthly

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 dabt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, Township of Butler, and having, according to a plat of said property made by R.K. Campbell, June 16, 1961, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the intersection of Hudson Road and Devenger Road and running thence along Hudson Road, N 38-38 E, 51.9 feet to a point in said road; thence continuing along said road, N 42-17 E, 169 feet to an iron pin in said road; thence continuing along said road, N 29-45 E, 252 feet to an iron pin; thence S 02-45 W, 547.1 feet to an iron pin or cap in the center of Devenger Road; thence along Devenger Road, N 56-30 W, 293 feet to the beginning corner and containing 1.46 acres, more or less.

LESS, HOWEVER: All that piece, parcel or lot of land heretofore conveyed by C.P. Cunningham to Piedmont Natural Gas Co., Inc. by Deed Book 797, Page 638, situate, lying and being in the County of Greenville, State of South Carolina, and having, according to a plat of property of Piedmont Natural Gas Co., Inc., dated April 13, 1966 prepared by Campbell and Clarkson, surveyors, and recorded in the RMC Office for Greenville County in Plat Book MM at Page 101, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Devenger Road which pin is located 246.46 feet from the center line of Hudson Road at the intersection of Hudson Road and Devenger Road and running thence N 33-30 E, 79.4 feet to an iron pin; thence S 2-45 W, 92.39 feet to an iron pin on the center line of Devenger Road; thence along the center line of said Road, N 56-30 W, 47.24 feet to the point of beginning.

THIS being the identical property conveyed to the Mortgagor herein by deed of C.P. Cunningham recorded December 17, 1976 in the RMC Office for Greenville County in Deed Book 1047, at Page 880.

ALSO: All that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, in Chick Springs Township, containing 9.1 acres, more or less, and being a portion of the T.B. Nalley property, as shown on plat prepared by C.O. Riddle, dated October, 1960, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the intersection of Buckhorn Road and Paris Mountain State Park Road, and running thence N 8-15 W, 130.2 feet to an iron pin; thence continuing along the center of Buckhorn Road, N 21-18 E, 299.8 feet; thence continuing along the center of said Road, n 7-36 E, 121.2 feet; thence continuing along the center of said Road, N 2-42 E, 111.3 feet to an iron pin at corner of property of T.B. Nalley, now or formerly, being shown as Lot No. 11, on plat recorded in the RMC Office for Greenville County, SC in Plat Book S at Page 55; thence S 89-40 E, 602.4 feet; thence along Lot No. 12 of said subdivision S 8-24 W, 660 feet to an iron pin in center of Paris Mountain State Park Road; thence along Paris Mountain State Park Road N 88-27 W, 616 feet to the point of beginning.

** CONTINUED ON ATTACHED SHEET**

Together with all and singular rights, members, herditaments, and oppurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 fawfully 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 Mortgagoe forever, from and against the Mortgagor and all persons whomspever fawfully claiming the same or any part thereof.

[7328-RV-2]