STATE OF SOUTH CAROLINA COUNTY OF

GREENVILLE

MORTGAGE OF REAL ESTATE S.L. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Robert T. Thompson, Jr., and Deidre Marie Thompson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Elizabeth I. Freeman

(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 Three Hundred Fifty Thousand and no/100------

Dollars (\$ 350,000.00) due and payable

ACCORDING TO TERMS SET OUT IN SAID NOTE

this date with interest thereon from

9.5%

per centum per annum, to be paid: quarterly

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 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, City of Greenville, on the southern side of Crescent Avenue being described more particularly, to-wit:

BEGINNING at an iron pin on the southeastern corner of the intersection of Crescent Avenue and Capers Street and running thence along Capers Street S. 5-41 E. 200 feet to an iron pin on a 10-foot alley; thence N. 84-40 E. 180 feet to an iron pin on said alley; thence N. 5-41 W. 200 feet to an iron pin on Crescent Avenue; thence along Crescent Avenue, S. 84-40 W. 180 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by deed of Elizabeth I. Freeman dated June 29, 1984 and recorded simultaneously herewith.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 taxtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures find 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 lawfully 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.