First Mortgage on Real Estate DEC 31 12 29 PM 2004

OLLIE 1 M.CMORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Wooten Corporation of Wilmington

(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 Seventy-Three Thousand and No/100 - - - - - - - - - - - - - - - - DOLLARS (\$ 73,000.00), with interest thereon at the rate of 5-3/4 per cent per annum as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the final maturity of which is 15 years after the date 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, City of Greenville on Spartanburg Street (Old Spartanburg Road) and having according to a plat entitled "Property of Grady L. Stratton" made by J. C. Hill, November 27, 1964 the following metes and bounds:

BEGINNING at an iron pin on the southern side of Spartanburg Street (Old Spartanburg Road), which iron pin is 642.8 feet more or less from the intersection of East North Street and Spartanburg Street and then running with the south side of said Spartanburg Street, N. 66-41 W. 166 feet more or less to an iron pin; thence S. 69-42 W. 322 feet more or less to an iron pin; thence S. 28-50 E. 133 feet to an iron pin; thence S. 40-27 E. 78 feet to an iron pin; thence N. 70-08 E. 152.9 feet to an iron pin; thence S. 24-51 E. 50 feet to an iron pin; thence N. 71-40 E. 231.3 feet to an iron pin; thence N. 18-14 W. 163 feet more or less to an iron pin on south side of Spartanburg Street, the point of beginning.

Being the same property conveyed to the Mortgagor by deed recorded in Deed Book 763 at Page 269.

AISO: each and every stove and refrigerator now located upon or to be placed upon the property described above.

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.

B. M. C. 39 CHEEN LIFE COUNTY, 8635

FOR SATISFACTION TO THIS MORTGAGE SEE

SATESFACTION BOOK 88 PAGE 76