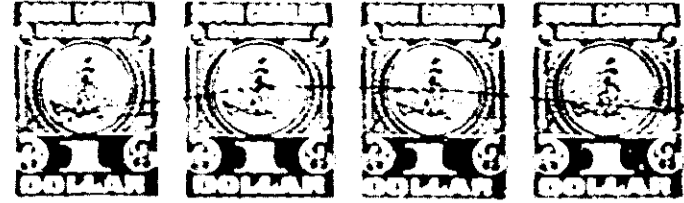


DEC 27 1977

MORTGAGE



Ralph H. & Janice Roberson

WHEREAS (we) (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand fully paid and bound with

Carolina Investors, Inc., Pickens, S. C. (hereinafter also styled the mortgagee) in the sum of

\$ 10,138.80 payable in 84 equal installments of \$ 120.70 each, commencing on the

15th day of February 1978 and falling due on the same of each subsequent month, as set out by the said Note and conditions thereof, reference thereto has and will more fully appear

AND ALL MEN, that the pretenses, in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note, which with all its provisions is hereby made a part hereof, and also in consideration of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do want, bargain, sell and release unto the said mortgagee, its heirs, assigns and assigns forever, the following described real estate:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina known and designated as Lot #11 on a plat of Brook Glenn Gardens as recorded in Plat Book JJJ at page 85 in the REC Office for Greenville County and having such metes and bounds as shown thereon.

This is the identical property conveyed to Ralph H. and Janice Roberson by Marvin R. and Ruth H. Pierce on 2/28/73 and recorded in Deed Book 968, page 410.

IT IS UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE DESCRIBED PROPERTY.

AND I DO with all and singular the rights, powers, prerogatives and appurtenances to the said premises belonging, to wit: the right of eminent domain

TO HAVE AND TO HOLD, all and singular the said Premises, unto the said mortgagee, its heirs, successors, heirs and assigns forever.

AND I DO, as trustee, sell, lease, let, bargain, sell, execute, and administer, in full and complete discharge of the said debt, and in full and complete satisfaction of the said Note, and also to warrant and defend, all and singular the said Premises, unto the said mortgagee, its heirs, successors and assigns, from and against all persons lawfully claiming or to claim the same or a part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagee, his (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against fire or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance of the said Note at such times as shall be required by the said mortgagee, and in default thereof, the said mortgagee, his (their) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagee, his (their) heirs, successors or assigns shall be entitled to receive from the insurance proceeds to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagee, his (their) heirs, executors, administrators, or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, his (their) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the same so paid, with interest thereon, from the date of such payment.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said Note, when the same shall become payable, or in any other of the provisions of this mortgage, then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, his (their) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, his (their) heirs, successors or assigns, including a reasonable counsel fee (not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagee, his (their) heirs, executors or administrators shall pay, or cause to be paid, with the said mortgagee, his (their) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, his (their) heirs, successors, or assigns, according to the conditions and agreements of the said Note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said Note and mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagee may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 13th day of December 1977

Signed, sealed and delivered in the presence of

WITNESS: Clyde W. Brubley

WITNESS: Ray C. Christain

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