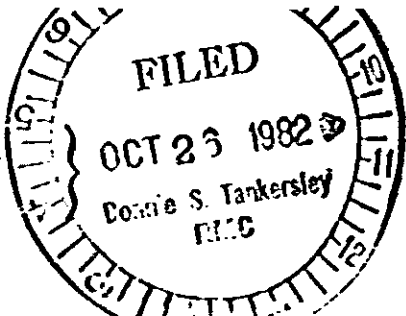


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



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

WHEREAS, We, JAMES E. WOFFORD, JR., and wife, BONNIE N. WOFFORD,

(hereinafter referred to as Mortgagor) is well and truly indebted unto NORTH CAROLINA NATIONAL BANK, Tryon, North Carolina,

(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 EIGHT THOUSAND TWO HUNDRED NINETY and 75/100-----

-----Dollars (\$ 8,290.75) due and payable

in 60 monthly installments of \$198.41, beginning on the 4th day of December, and a like payment on the 4th day of each calendar month thereafter until the principal and interest shall have been paid in full

with interest thereon from date at the rate of 15 per centum per annum, to be paid: according to the terms of the note

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:

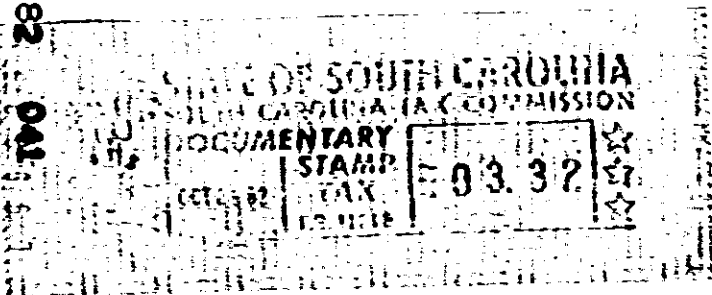
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, Glassy Mountain Township, containing 15.2 acres, more or less, described by metes and bounds as follows:

BEGINNING at an iron pin located in the southeast property line of Troy Plumley, at the northwest corner of that 14.7 acre tract of land conveyed by the Grantor herein by deed of even date to Millard F. Wofford, said beginning iron pin being located South 61 degrees 30 minutes West 300 feet from the beginning point of said Millard F. Wofford deed; running thence from said beginning point, and with the line of said Millard F. Wofford's 14.7 acre tract, South 28 degrees East 640 feet to an iron pin in the line of the property of the E. Ballew Estate; thence with the line of the E. Ballew Estate South 56 degrees West 721 feet to an iron pin, the southernmost corner of the tract herein conveyed, and the northeast corner of that 15.6 acre tract conveyed by the Grantors herein to James E. Wofford, Sr. and Mary W. Wofford; thence with the line of said 15.6 acre tract of James E. Wofford, Sr. and Mary W. Wofford North 58 degrees West (crossing an iron pin on the east side of creek at 604 feet) 650 feet to an iron pin at the creek in the line of the property of L. L. Hyder, said point being the northernmost corner of said James E. Wofford, Sr. and Mary W. Wofford 15.6 acre tract; thence with the creek North 14 degrees East 200 feet to a point; thence North 61 degrees 30 minutes East approximately 120 feet to a point on the east side of said creek; thence continuing with the Troy Plumley line North 61 degrees 30 minutes East 871 feet to the BEGINNING, as set out and delineated on that plat entitled, "Property of John R. Stewart, Greenville County, South Carolina, about 4 miles northwest of Landrum, S.C.", prepared by Carolina Surveying Co., R. B. Bruce, R.L.S., dated March 7, 1975.

The above described property is the identical property conveyed to the Grantors herein by John R. Stewart and George R. Fowler, by deed dated 4/15/75, recorded in Book 1017, Page 307, in the R.M.C. Office of Greenville County. Tax Map Reference No. 0624.09-01-02403.

There is also conveyed that right of way which was conveyed to the Grantors herein by that deed recorded in Book 1017, Page 323, in the Office of the R.M.C. of Greenville County.



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 fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all 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 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.