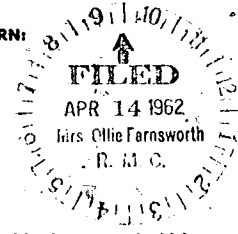


TO ALL WHOM THESE PRESENTS MAY CONCERN:



WHEREAS, I, Bill Babb, by his Attorney in fact Paul T. Babb  
(hereinafter referred to as Mortgagor) is well and truly indebted unto B.P. Edwards

(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 thousand six hundred forty-nine and 43/100 - - Dollars (\$ 1,649.43 ) due and payable  
\$40.00 per month until principal and interest are paid in full-

with interest thereon from date at the rate of SEVEN per centum per annum, to be paid annually from date

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, and containing 5.80 acres, more or less situate on the east side of the ~~XXXXX~~ County Road leading from Berry's Mill to Pleasant Hill Church, near Berry's Mill, in Highland Township, said County and State, and being Lot No. 7 of the property of Austin and Maye W. Greene, according to survey and plat of H.S. Brockman, Registered Surveyor, dated July 23, 1955, and having the following courses and distances, to-wit:-

BEGINNING on the east side of said road, corner of Lots No's 6 and 7, and running thence along the line of said lots N. 55-30 E. 572 feet to an iron pin rear corner of Lot No. 2; thence along the line of Lot No. 2, N. 1-30 E. 170.5 feet to an iron pin; thence N. 88-10 W. 686.5 feet to an iron pin on branch; ~~th~~ thence S. 3-30 W. 272 feet to the edge of said road; thence along the said road S. 41-30 E. 333 feet to the beginning corner, and being the same property conveyed to Gerald D. Sloan by Agnes D. Hunnicutt ~~dated~~ dated December 12, 1956, and recorded in Deed Book 567, page 96, R.M.C. Office for Greenville County.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 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 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.