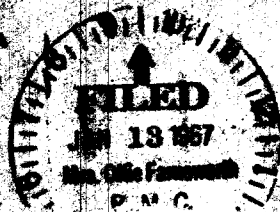


REPUBLIC OF SOUTH CAROLINA
County of Greenville



MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, I, Fred Horton and Jessie Horton

hereafter referred to as Mortgagor, is well and truly indebted unto A. L. Witt

hereafter 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 SIX THOUSAND Dollars (\$ 6,000.00) due and payable

in full twelve months (12) months from date

with interest thereon from date at the rate of 7% per centum per annum, to be paid: monthly, in advance.

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 Mortgagee 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

All those parcels or lots of land, with improvements thereon, in Chick Springs Township, Greenville County, South Carolina, lying on the south side of the U.S. Dual Lane Highway No. 29 about four miles west of the City of Greer, being all of Lots Nos. 6, 7, 8, 9, 10, 32, 33, 34 and 35 on a plat of property made for the B.F. Flynn Estate by H.S. Brockman, Surveyor, dated May 9, 1947, recorded in Plat Book "R", Page 81, R.M.C. Office for Greenville County. Also, see plats recorded in said R.M.C. Office in Plat Books 00 and BB pages 260 and 143, respectively. Reference is also made to Lots Nos. 12, 13, 14, 15, 16, 38, 39 and 40 and 42 in Block No. 2, Sheet No. 9.4 of the County Tax Department records.

This is the identical property conveyed to the mortgagor by W.T. Bidwell by deed dated July 6, 1966, recorded in the R.M.C. Office for Greenville County, Reference is expressly made to description in said deed and to the plats and tax records mentioned above for a more perfect description of said lots.

In addition to this security to the note referred to above, the mortgagor, Willie Fred Horton, is executing his chattel mortgage in favor of the First National Bank of Greer, Greer, South Carolina, covering all of the fixtures and equipment located on the premises above described, which chattel mortgage is to be recorded along with this instrument.

This is a second mortgage.

ALSO: all personal property, stock, equipment, and supplies located on the above premises a list of which is attached hereto and made a part of this mortgage.

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.