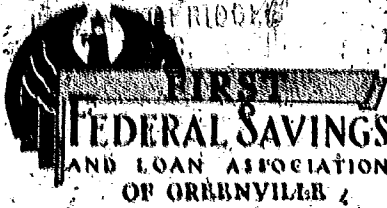


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State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Foothills Delta P, Inc.

(hereinafter referred to as Mortgagor) (SUND(S) GREETINGS.

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Twenty-Nine Thousand and No/100ths ----- 29,000.00

Dollars, as evidenced by Mortgagor's promissory note of even date herewith which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provide for an escalation of interest rate under certain conditions) said note, to be repaid with interest at the rate of rates therein specified in installments of

Two Hundred Four and 66/100ths ----- 204.66 Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 29 years after date, and

WHEREAS said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any laws or the Charter of the Mortgagee, or any other defaults set out in this mortgage, the whole amount due thereunder shall at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collateral given to secure same, for the purpose of collecting said principal due and interest, with costs and expenses for proceedings, and

WHEREAS the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs or for any other purpose.

NOW KNOW ALL MEN That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee of and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released and by these presents does grant, bargain, sell and release unto the Mortgagee its successors and assigns, the following described real estate

All that certain piece, parcel, or lot of land, with all improvements thereon, as hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Mauldin being shown as Lot No. 15 on plat of Forrester Woods, Section 1, dated March 14, 1972, prepared by R. H. Bruce, R.L.S., and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4N at page 78. Reference to said plat is hereby craved for a more particular description.

This conveyance is made subject to the restrictive covenants applicable to Forrester Woods, Section 1, recorded in the RMC Office for Greenville County, South Carolina, in Deed Volume 942 at page 157.