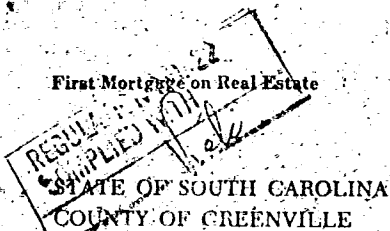


AP 5 10 1971

DOWNE & TANNER

MORTGAGE

First Mortgage on Real Estate



TO ALL WHOM THESE PRESENTS MAY CONCERN:

Threatt-Maxwell Enterprises, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C. (hereinafter referred to as Mortgagee) in the sum of Twenty-Six Thousand and No/100----- DOLLARS

(\$ 26,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 25 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference: and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, part 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, being shown and designated as Lot No. 298 on plat of Del Norte Estates, Section II, made by Piedmont Engineers and Architects, Surveyors, May 22, 1971, and recorded in the REC Office for Greenville County in Plat Book 4N, at Pages 12 and 13. According to said plat, the property is more fully described as follows:

BEGINNING at an iron pin on Del Norte Lane at joint front corner of Lots Nos. 297 and 298 and running thence along the joint line of said lots, N. 32-12 E. 160.9 feet to a point in the center of Brushy Creek; thence with Brushy Creek as the line, N. 33-42 W. 36.5 feet to a point; thence continuing with creek as line, N. 64-32 E. 56.1 feet to a point at the joint rear corner of Lots Nos. 298 and 299; thence with the joint line of said lots, S. 32-12 W. 168.3 feet to an iron pin on Del Norte Lane; thence with said lane, S. 57-33 E. 90.0 feet to an iron pin, the point of beginning.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.