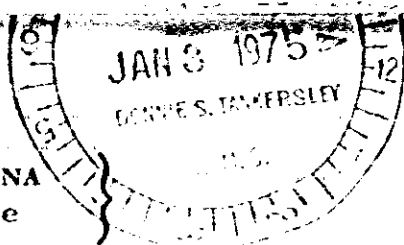


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



BOOK 1330 PAGE 719

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

WHEREAS, We, James E. and Earlene Adams

(hereinafter referred to as Mortgagor) is well and truly indebted unto Termplan, Inc. of Greenville

(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

Seven hundred ninety two and no/100----- Dollars (\$ 792.00) due and payable
in Twenty-Four (24) monthly installments of Thirty-Three (\$33.00) each commencing on
the 1st day of February, 1975 due and payable on the 1st day of each month thereafter,
until paid in full.

with interest thereon from 12-16-74 at the rate of 26.12 per centum per annum, to be paid: annually

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:

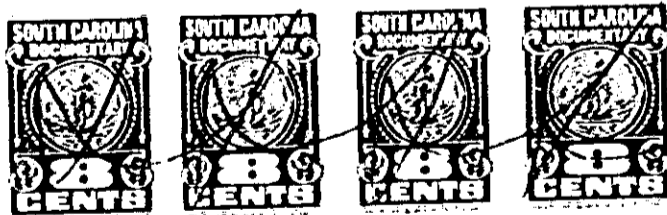
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL that piece, parcel or lot of land in Bates Township, State and County aforesaid known as and being a part of the property formerly owned by Isaac S. Epps, and also a part of the property conveyed to grantor by deed of Annie Pauline Brown dated November 23, 1965, and being more completely described according to a plat and survey made by Terry T. Dill, Reg. CE&LS No. 104, dated August 21, 1973, with the following metes and bounds to-wit:

BEGINNING at a point in the center of old highway # 186 and running thence N. 37-30 W. 282.0 feet to an iron pin; thence N. 50-35 W. 1050.0 feet to an iron pin across Duke Power Line right-of way; thence N. 63-41 E. 323.0 feet to an iron pin; thence S. 41-19 E. 1320.0 feet to a point in the center of S.C. Highway #186; thence S. 76-26 W. 183.6 feet to the beginning corner, Containing 6.25 acres, more or less.

This property is conveyed subject to all restrictions, right of ways, easements and zoning ordinances of record or on the ground affecting said property.

See also Book 786, at page 569, REC Office for Greenville County, South Carolina.



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.

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