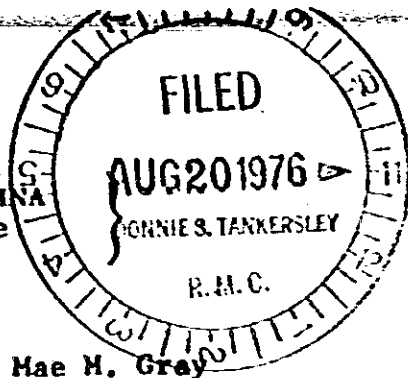


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



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

WHEREAS, I, Etta Mae M. Gray

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Terplan, Inc., 105 W. Washington St., Greenville, S.C.**

(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

Two thousand four hundred and no/100----- Dollars (\$ 2,400.00) due and payable in thirty (30) monthly installments of Eighty (\$80.00) dollars each commencing on the 15th day of September, 1976 due and payable on the 15th day of each month thereafter until paid in full.

with interest thereon from 8-11-76 at the rate of 12.37 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:

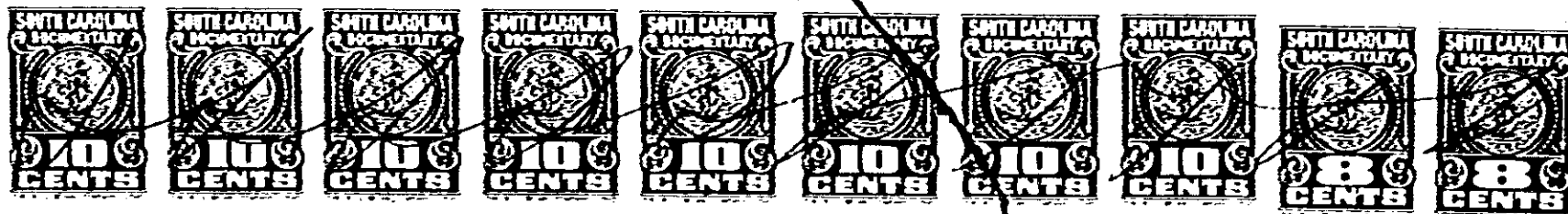
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

Etta Mae M. Gray, her heirs and assigns forever, all that piece, or tract of land lying, being and situate in the County and State aforesaid, and aforesaid, and in Oaklawn Township containing 10.7 acres, more or less, and designated as Tract #3 of the property of W.S. Meekins Estate as shown on a plat prepared by C.O. Riddle, Surveyor, in January 1961, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on line of A.M. Stewart in the Southern edge of a road which leads into the former residence of the said W.S. Meekins now deceased, joint corner with Tract #7 and running thence with the joint line of Tract #7 N. 16-00 E 1182 feet to an iron pin on the Mary Henry Chapman line and joint corner of Tract #7, thence with said Chapman, line N. 31-40 W. 446.9 feet to a point in or near Horse Creek and joint corner with Tract #2 said point measuring 34 feet S. 66-25 E. from an iron pin in said creek; thence with the joint line of Tract #2 S. 35-00 W. 604 feet to an iron pin corner with Tract #4 on line of Tract #2; thence with the joint line of Tract #4 S. 25-45 E 505.9 feet to an iron pin corner of Tract #4; thence with the joint of Tract #4 S. 54-10 W. 341 feet to an iron pin on line of Tract #4; corner with A.M. Stewart property; thence along the joint line of A.M. Stewart S. 40-22 E. 482 feet to an iron pin the point of beginning; and bounded by Tracts #4, #2, and #7 of the W.S. Meekins Estate property, lands of Mary Henry Chapman, and lands of A.M. Stewart.

This being a portion of same tract of land conveyed to me by deed of Washington T. Meekins et al. on the fourth day of January, 1961, to be recorded in which they conveyed to me their undivided interest as heirs and distributees of W.S. Meekins, deceased, I having inherited the other interest in said property as widow of the said W.S. Meekins.

I Reserve for myself the use and occupancy of the within conveyed premises for the term of my natural life . . .



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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