WHEREAS,

CAROLYN W. DENNIS

(hereinaster referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST CO., its successors and assigns,

(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

Thirty Seven Thousand Five Hundred and 00/100----- Dollars (\$ 37,500.00---) due and payable

in 120 equal monthly installments of \$475.04 per month, with payments commencing thirty days from date and to be made monthly until paid in full,

with interest thereon from

per centum per annum, to be paid: monthly

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, the Mortgagee's heirs, 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, and lying on the southern side of West McBee Avenue and being more particularly described according to a plat entitled "Property of Carolyn W. Dennis" by Freeland and Associates, dated November 18, 1976, with the following metes and bounds, to-wit:

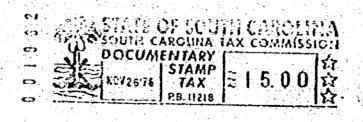
BEGINNING at a rail on the southern side of West McBee Avenue at the corner of property now or formerly owned by Southern Railway Company, and running thence S. 20-27 W. 187 feet to an iron pin; thence N. 71-14 W. 16 feet to an old iron pin; thence N. 20-27 E. 18.5 feet to an iron pin; thence N. 70-13 W. 60.5 feet to an "X" in concrete; thence N. 20-27 E. 168.4 feet to an iron pin on the southern side of West McBee Avenue; thence with the southern side of West McBee Avenue S. 70-13 E. 76.5 feet to a rail, the point of beginning.

BEING the same property conveyed by deed of Peoples National Bank as Trustee, said deed being dated May 9, 1973, and recorded in the R.M.C. Office for Greenville County in Deed Book 975 at Page 617.

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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 is 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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