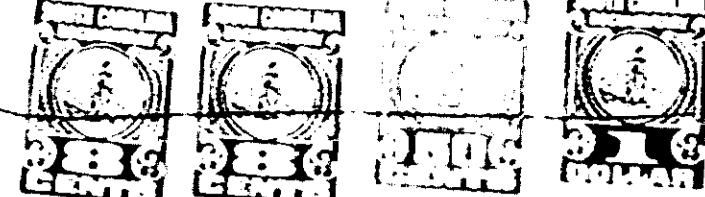


MORTGAGE



Hardy & Anna Ellison Wilds

and (his) (her) (their) (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound with

Poinsett Discount Co., Inc.

(hereinafter styled the mortgagee) in the sum of

\$ 4,200.00 payable in 60 equal installments of \$ 70.00 each, commencing on the

1st day of February 1978 and falling due on the same date in subsequent months as set forth by the said Note and conditions thereof reference thereto has will more fully appear

AND WHEREAS ALL MEN, that the mortgagor(s) in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note, which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagee in hand well and truly paid by the said mortgagor, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, situate, lying, and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat of Property of James P. Gosness and Louis M. Gosnell prepared by Carolina Engineering and Surveying Company, Dated November 10, 1969, and being recorded in the R.M.C. Office for Greenville County in Plat Book 4-C at Page 189, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwestern side of Trammell Road, which iron pin is located 4,525 feet from the intersection of Trammell Road and Cleveland Avenue and running thence along the line of property of Hargrove, N. 46-57 W. 94.5 feet to an iron pin; running thence N. 19-30 W. 76 feet to an iron pin; thence N. 15-16 W. 176.3 feet to an iron pin; thence S. 49-58 E. 307.7 feet to an iron pin on the northwestern side of Trammell Road; thence with the northwestern side of Trammell Road, S. 40-36 W. 100 feet to an iron pin; thence continuing with the northwestern side of Trammell Road, S. 42-30 W. 44 feet to the point of beginning.

Being the same property conveyed to Hardy and Anna E. Ellison Wilds by James T. Lynn, Secretary of Housing and Urban Development on 5/25/73, being recorded in Deed Book 975, at Page 357.

It is understood that this lien constitutes a valid second mortgage on the above described property.

AND WHEREAS all and singular the rights, remedies, reservations and appurtenances to the said premises belonging to or arising in connection therewith

DO HEREBY AND DO HOLD, sell and assign to the said mortgagee, its (his) heirs, successors, heirs and assigns forever

AND WHEREAS all and singular the rights, remedies, reservations and appurtenances to the said premises belonging to or arising in connection therewith shall be conveyed to the said mortgagee, its (his) heirs, successors and assigns, from and against all persons lawfully claiming to or under the same in any part thereof

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor(s), his (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance of the said Note in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagor, his (his) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagor, his (his) heirs, successors or assigns shall be entitled to receive from the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage

AND IT IS AGREED, by and between the said parties, that if the said mortgagor(s), his (their) heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagor, his (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the same so paid, with interest thereon, from the date of such payments

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said Note, when the same shall become payable, or in any other of the servitudes of this mortgage, that then the entire amount of the debt secured, as intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagor, his (their) heirs, successors, or assigns, according to the conditions and agreements of the said Note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said Note and mortgage, then this deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default on payment shall be made.

WITNESS my (our) Hand and Seal, this 13th day of December 1977

Signed, sealed and delivered in the presence of _____ (H.S.)

WITNESS _____ (H.S.)

WITNESS _____

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