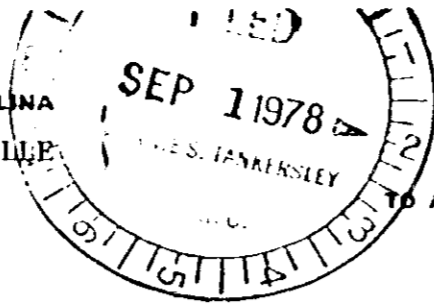


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



Mortgagee's mailing address: P.O. Box 1000
Tryon, N.C. 28782

MORTGAGE OF REAL ESTATE

BOOK 1443 PAGE 153

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, ORDWAY HILTON and LILLIE A. HILTON, his wife, of 8 North Star Drive, Morristown, New Jersey 07960

(hereinafter referred to as Mortgagor) is well and truly indebted unto NORTH CAROLINA NATIONAL BANK, Tryon, North Carolina

(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 *****
***** SIXTY FIVE THOUSAND & NO/100 ***** Dollars (\$ 65,000.00) due and payable

as follows: PRINCIPAL payable on or before eighteen (18) months after date; INTEREST payable monthly;

with interest thereon from date at the rate of 9 1/2% per centum per annum, to be paid:

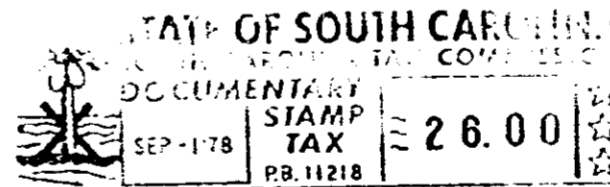
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, on the Southern and Eastern side of Wellesley Drive and on the Northern and Western side of Hearthstone Ridge Extension being shown as a tract containing 2.8 acres on a plat of the property of Julian Calhoun dated March 22, 1963, prepared by J.Q. Bruce, Surveyor, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Wellesley Drive at the point of a 4.9 acre tract and running thence with said 4.9 acre tract, South 13 degrees 50 minutes West 100 feet to an iron pin; thence South 24 degrees 30 minutes East 168 feet to an iron pin; thence South 10 degrees 24 minutes West 134 feet to an iron pin; thence South 1 degree 06 minutes West 200 feet to an iron pin near the center of Hearthstone Ridge Extension; thence with Hearthstone Ridge Extension the following courses and distances: North 79 degrees 55 minutes West 218.8 feet, North 30 degrees 13 minutes West 105 feet, North 4 degrees 22 minutes East 150 feet and North 20 degrees 54 minutes East 350 feet to an iron pin on the Southern side of Wellesley Drive; thence with said Drive, South 78 degrees 08 minutes East 119.6 feet to the point of BEGINNING.

The above described property is the identical property conveyed to Ordway Hilton and Lillie A. Hilton, his wife, by Alan T. Calhoun by deed dated September 14, 1976, recorded on October 7, 1976 at 2:57 P.M. in the office of the Register of Mense Conveyance for Greenville County, South Carolina in Book 1044, Page 205.



SEP 178 147

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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