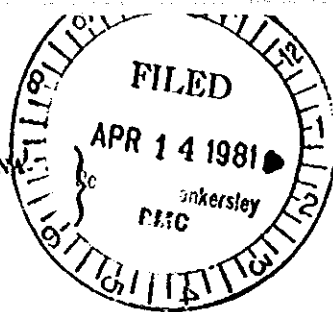


STATE OF SOUTH CAROLINA
COUNTY OF
Greenville



Mortgagee's Address -
Ella B. Hollingsworth BOOK 1538 PAGE 281
109 Babb St., Fountain Inn, S. C. 29644

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

WHEREAS, T. Wayne Crolley and Mary H. Crolley

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Ella B Hollingsworth

(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

Twenty eight thousand ----- Dollars (\$ 28,000.00) due and payable
on demand (with ninety days notice)

with interest thereon from _____ date _____ at the rate of 9 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:

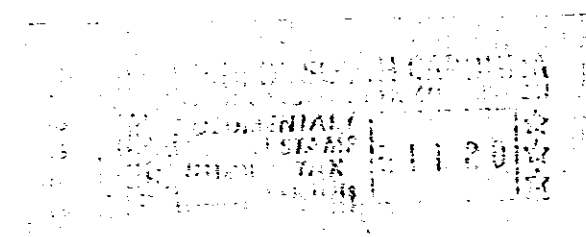
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Fairview Township, near the town of Simpsonville, and containing eight and 01/100 acres, more or less, as shown on the property of T. Wayne and Mary H. Crolley, prepared by J. W. Eaton, Jr., R.L.S. #5295, dated February 15, 1975, and according to said plat, having the following metes and bounds, to wit: BEGINNING at an iron pin at the right-of-way of Fairview Road and running thence S. 59-60 E. 521.5 feet to an iron pin; thence S. 73-51 E. 861.3 feet to an iron pin by a poplar tree; thence S. 14-26 W. 226.9 feet to an iron pin; thence N. 75-20 W. 1385.2 feet to an iron pin; thence N. 14-40 E. 140.0 feet along the right-of-way of Fairview Road to an iron pin; thence N. 15-40 E. 110.0 feet along the said right-of-way to an iron pin; thence N. 16-53 E. 50.0 feet along said right-of-way to the point of the BEGINNING.

ALSO, that parcel of land situate in the County of Greenville, State of South Carolina, Fairview Township, near the town of Simpsonville, and diagonally to the right across Fairview Road from Unity Baptist Church, and having the following Metes and Bounds, to wit: BEGINNING at an iron pin at the right-of-way of Fairview Road and running thence S. 67-30 E. 145.4 feet to an iron pin; thence S-42-30 E. 160.0 feet to an iron pin; thence S- 42 E. 107 feet to an iron pin; thence S. 67-26 E. 302.0 feet to an iron pin; thence S. 87-15 E. 512.4 feet to an iron pin at a spring; thence S. 33-17-39 E. 340.6 feet to an iron pin by a poplar; thence N. 73-51 W. 861.3 feet to an iron pin; thence N. 69-50 W. 521.5 feet to an iron pin; thence along the right-of-way of Fairview Road N. 19-56 E. 316.3 feet to the point of the BEGINNING. This tract consists of 6.82 acres, more or less. This parcel is shown on a plat of the property of T. Wayne and Mary H. Crolley, prepared by J.W. Eaton, Jr., R.L.S. #5295, dated February 15, 1975.

The above two tracts are a portion of the approximately 54.68 acres purchased in 1974 by Mortgagors herein from Talley et al. (Deeds recorded 8/1/74 and 8/8/74 in R.M.C. Office for Greenville County - Deed dated _____)

Book 1004 - Pages 783 and 798.

1-3 AP 14 81 024



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.

