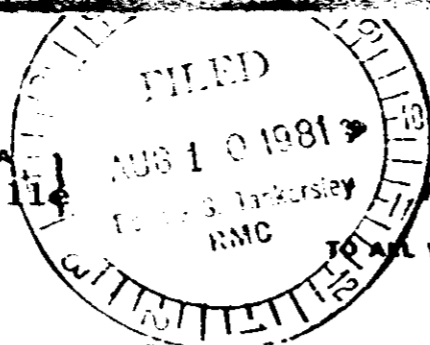


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



BOOK 1540 PAGE 559

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, David E. and Mary F. Thompson

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Palmetto Bank, P.O. Box 728, Simpsonville, SC 29681

(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 Five Thousand Three Hundred Thirty-Two and 20/100ths----- Dollars (\$ 5,332.20) due and payable

as set forth by note of mortgagors of even date
per note

with interest thereon from date at the rate of / per centum per annum, to be paid per note

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:

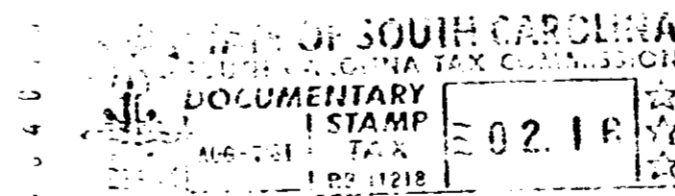
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, located on the Southwestern side of Scuffletown Road as shown on a plat entitled "Property of Bert Corbin" prepared by Campbell & Clarkson, Surveyors, Inc., of record in the Office of the RMC for Greenville County in Plat Book 4-L at Page 77, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Scuffletown Road and running thence, S. 63-58 W., 230 feet; running thence N. 11-17 W., 204.9 feet; running thence N. 63-24 E., 170 feet to a point on Scuffletown Road; running thence down Scuffletown Road, S. 28-17 E., 200 feet to the point of beginning.

THIS is the same property conveyed to the Mortgagors by deed of Donnie G. Nichols and Margaret R. Nichols recorded in the RMC Office for Greenville County in Deed Book 1057 at Page 617 on May 31, 1977.

THIS mortgage is second and junior in lien to that mortgage between David E. and Mary F. Thompson to Thomas & Hill, Inc. as recorded in the RMC Office for Greenville County in Mortgage Book 1210 at Page 61; said mortgage being assigned to Glendale Federal Savings and Loan Association of California as recorded in the RMC Office for Greenville County in Mortgage Book 1210 at Page 61, recorded February 10, 1972.

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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 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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