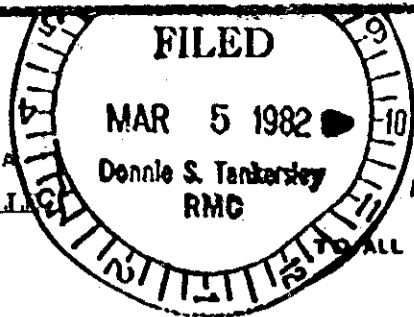


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

BOOK 1565 PAGE 254

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BOBBY LORAN BALCOMBE and LOUISE P. BALCOMBE

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

The Palmetto Bank
Weston Street
Fountain Inn, SC 29644

(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 Eleven Thousand and no/100ths

Dollars (\$ 11,000.00) due and payable

as set forth by note of mortgagors of even date

with interest thereon from date at the rate of per note / per note 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:

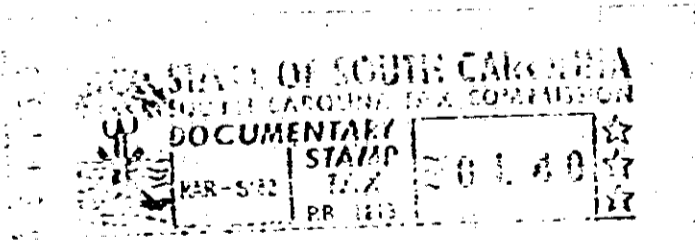
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, containing forty-three and 67/100 (43.67) acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of a public road from Beulah Church to Nash's Mill and running thence S. 5½ W., 6.35 (419.10) to a Persimmon Tree; thence S. 80½ W., 21.10 (1392.60) to a Wild Cherry Tree; thence S. 74¼ W., 16.30 (1075.80) to a Poplar Tree; thence S. 71 W., 18.18 (1199.88) to center of Rabon Creek; thence up said Creek to mouth of Branch; thence N. 89 E., 17.00 (1122.00) to Stone; thence N. 26 E., to center of public road; thence along said road S. 66¼ E., 11.09 (731.94) to turn in road; thence S. 48 E., 4.30 (283.80) to turn; thence S. 65 E., 2.30 (151.80) to turn; thence S. 84½ E., 4.80 (316.80) to turn in Road; thence N. 89 ¾ E., 24 links (1584.00) to the beginning corner.

LESS HOWEVER:

3 acres, more or less, heretofore conveyed to Donald C. and Wanda F. Bailey as recorded in Deed Book 1070, at page 765.

THIS is the same property inherited by the Mortgagor (Bobby Loran Balcombe) in regards to the Estate of Grace P. Balcombe as on record in the Probate Court for Greenville County in Apartment 1576, File 17, and by deed to Louise P. Balcombe (conveyed a ½ interest in the property from Bobby) as recorded in the RMC Office for Greenville County in Deed Book 1122, at page 309, recorded on March 18, 1980.



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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