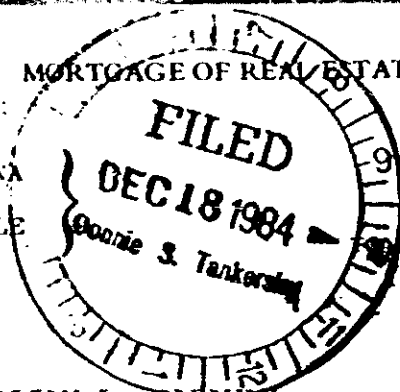


NTC

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

VOL 1695 PAGE 14

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM L. CARAWAY

(hereinafter referred to as Mortgagor) is well and truly indebted unto THOMAS T. BALLENGER, Route 1 Ranch Circle, Piedmont, South Carolina 29673

(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 SIXTEEN THOUSAND and no/100----- Dollars (\$ 16,000.00) due and payable

in accordance with the terms of said Note,

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

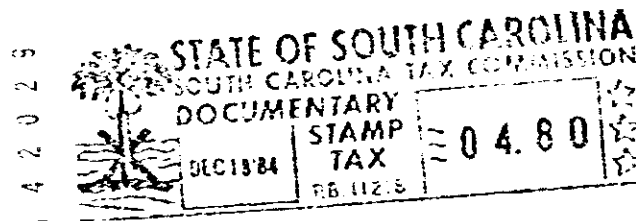
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Gantt Township, on Grove Road, containing 12.07 acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Grove Road, approximately 308.0 feet from Camden Drive, and running thence N. 13-30 W. 7.0 chains to an iron pin; thence S. 85-30 E. 31.99 chains to an iron pin; thence S. 17 W. 6.77 chains to a stake; thence N. 85-30 W. 28.16 chains to an iron pin on Grove Road, point of beginning, LESS, HOWEVER, the 6.93 acres, more or less, conveyed to Paul Bancroft on September 25, 1962, recorded in Book 732 at Page 451 and LESS the 1.0 acre, more or less, conveyed to Mamie and James L. Sprouse on January 15, 1966, recorded in Book 790 at Page 222.

The above described property is the same property conveyed to William L. Caraway by deed of Thomas T. Ballenger dated November 28, 1984, to be recorded herewith.

The property herein mortgaged contains 12.07 acres, more or less, the subtractions noted above being from the original tract which contained 20 acres.

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460



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 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.