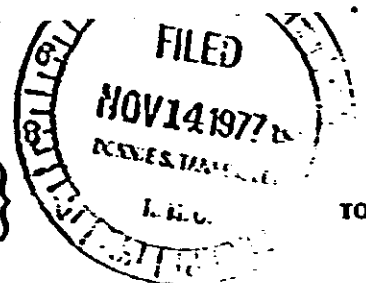


RECORDS

MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1415 PAGE 693
BOOK 58 PAGE 514

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

WHEREAS, Steve Hipps and Shirley M. Hipps

(hereinafter referred to as Mortgagor) is well and truly indebted unto Frank T. Hipps

(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

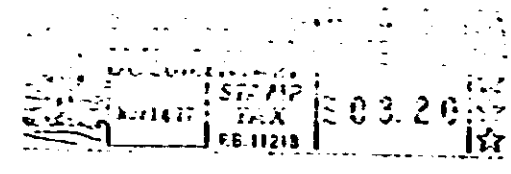
Eight Thousand and no/100 (\$8,000.00) ----- Dollars (\$ 8,000.00) due and payable
those certain lands which lie below the surface of the unnamed lake, also shown on said plat, boundaries of such land being the natural extension of said lines of Lots No. 3 and 4 (such lines being S. 78-36 E.) extended to the low water mark of said unnamed lake.

This is a portion of the same property conveyed to Frank T. Hipps by deed of D. L. Bramlett, Jr., dated October 28, 1972, and recorded in the RMC Office for Greenville County in Book 959 at Page 244 on October 31, 1972.

SC70 - 1 N014 77 1237

SATISFIED AND PAID IN FULL THIS
16 DAY OF June, 1978
Frank T. Hipps
Witness: *Alvin A. Barber*
37891 JUN 16 78 362
cancelled 1.000
Ann S. Barber

FILED
GREENVILLE CO. S. C.
JUN 16 11 53 AM '78
CONNIE S. TANKENSLER
R.M.C. *Urb. Jackson*



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.

4328 RV-2