STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERNA

ORAM TANKERSLEY

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WHEREAS,

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Gene M. Gillespie and Jean H. Gillespie

(hereinafter referred to as Mortgagor) is well and truly indebted unto Mary Frances W. Dennis

(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 Seven Thousand and 00/100------

Dollars (# 7,000.00

due and payabl

in five (5) equal annual installments of principal and interest. The first installment is due and payable one (1) year from date and subsequent installments due and payable on subsequent annual anniversary dates, with the privilege to prepay in whole or in part, at any time, without penalty.

with interest thereon from September 15,1980 the rate of ten (10%) 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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,

ALL those certain pieces, parcels or lots of land lying and being on the South side of Oil Camp Drive in Cleveland Township, Greenville County, S. C. being known and designated as Lots Nos. 76 and 78, Section "A", Paris Mountain Caesar's Head Development Co., and having according to plat thereof, the following metes and bounds, to-wit:

Lot No. 76: BEGINNING at a stake in the corner of Lots 76 and 78 and running thence with line of Lot, 78, S. 16-35 E., 130 feet to a stake; thence with line parallel to Oil Camp Drive, 57.8/feet to a stake; thence N. 33.0 W., 150 feet to Oil Camp Drive; thence with Oil Camp Drive, N. 72-30 E., 100 feet to point of beginning.

Lot No. 78: BEGINNING at a stake in corner of Lot 76, and running thence with Oil Camp Drive, N. 81-10 E., 100 feet to a stake; thence with line of Lot 80, S. 8-45 E., 126 feet to a stake; thence with line parallel to Oil Camp Drive, 83.4 feet to a stake; thence N. 16-35 W., 130 feet to the beginning corner.

This being the same property conveyed to the mortgagors herein by deed of Mary Frances W. Dennis, of even date, to be recorded herewith.

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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 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 beirs, 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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