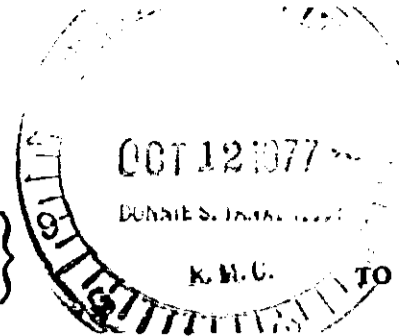


STATE OF SOUTH CAROLINA  
COUNTY OF Greenville



BOOK 1412 PAGE 733

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, James M. and Odessa S. Thompson

(hereinafter referred to as Mortgagor) is well and truly indebted unto **Terplan, Inc. of Greenville**  
105 W. Washington St., Greenville, S.C.

(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

Three thousand one hundred sixty eight and no/100----- Dollars (\$ 3,168.00 ) due and payable  
in Thirty-Six (36) monthly installments of Eighty-Eight (\$88.00) dollars each commencing  
on the 5th day of November, 1977 due and payable on the 5th day of each month thereafter  
until paid in full.

with interest thereon from 9-27-77 at the rate of 13.63 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:

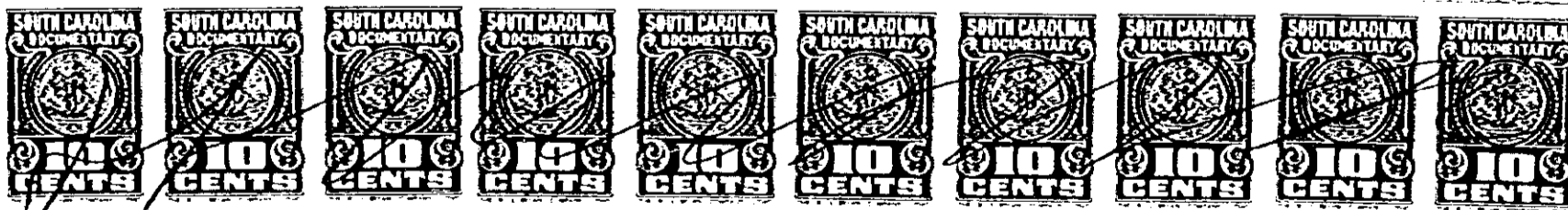
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 2 on the Southern side of Morton Road as shown on a plat entitled "Azalee Thompson Estate" prepared by C.O. Riddle, dated August 28, 1970 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Morton Road, at the joint front corners of Lots 1 and 2, running thence down the joint line of said lots, S. 23-47 E. 531.7 feet to an iron pin; running thence S. 83-40 W. 171.1 feet to an iron pin at the joint rear corner of Lots 2 and 4; running thence N. 23-47 W. 226.5 feet to an iron pin on the line of Lot 3; running thence N. 66-13 E. 68.3 feet to an iron pin; running thence down the joint line of Lots 2 and 3, N. 23-47 W. 253.8 feet to an iron pin in the center line of Morton Road; running thence down the center line of Morton Road, N. 66-13 E. 95 feet to the point of beginning.

Derivation: Book 926, Page 618. Frank P. McGowan, Jr. as Master, Grantor  
Recorded Oct. 6, 1971



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.

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