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MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF Greenville

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, James Robert Reed and Mattie W. Reed

(hereinaster referred to as Mortgagor) is well and truly indebted unto Termplan Inc. of South Carolina 1421-B Laurens Road Greenville, SC 29606

(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 Twenty-six thousand three hundred twelve and one cent.

Dollars (\$ 26,312.01) due and payable

in one (1) installment of three hundred ninety-seven dollars and one cent and 71 installments of three hundred sixty-five dollars (\$365.00) each, commencing the twenieth (20th) of November 1980 and on the twenieth (20th) of each month thereafter until paid in full.

The first merest meres from 10-16-80 at the rate of 18.00 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 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, the Mortgagee's heirs, successors and assigns:

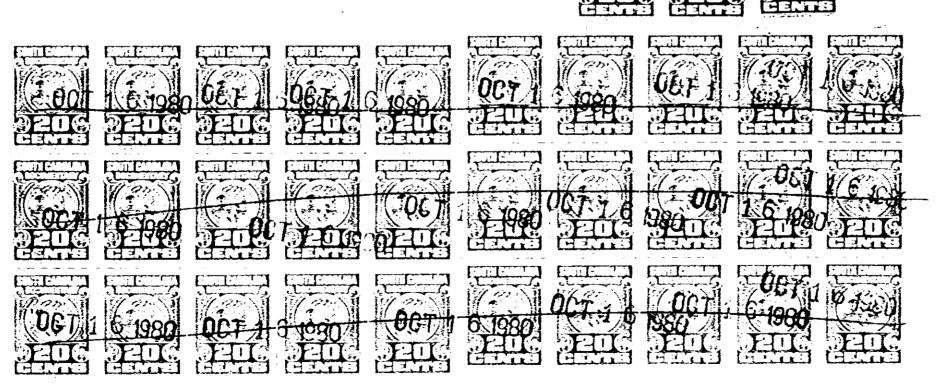
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL that certain piece, parcel or lot of land on the north side of Lanewood Drive in the County of Greenville, State of South Carolina, bieng shown and designated as Lot 34 and the adjoining one-half of Lot 35 on plat of Pine Forest filed of record in the RMC Office for Greenville County in Plat Book "QQ", at pages 106 and 107, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Lanewood Drive at the joint front corner of Lots 33 and 3k and running thence with the line of Lot 33 N. 26-30 W. 138 feet to an iron pin; thence N. 63-30 E. 150 feet to an iron pin; thence S. 26-30 E. 138 feet to an iron pin on the north side of Lanewood Drive; thence along Lanewood Drive S. 63-30 W. 150 feet to the point of beginning.

The above is the same property conveyed to the Grantor by deed recorded in the RMC Office for Greenville County in Deed Book 795 at page 465.

Grantor: Roy L. Givins Date 10-8-71.



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 is 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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