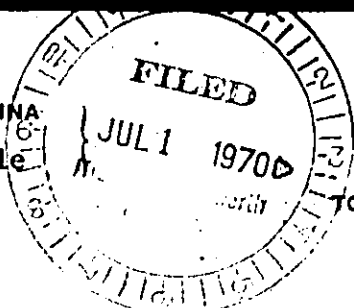


JUL 1 1970

STATE OF SOUTH CAROLINA
COUNTY OF Greenville



BOOK 1159 PAGE 399

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jones Transfer & Storage Corp.

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. L. Jones

(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-one Thousand and no/100-----

Dollars (\$ 21,000.00) due and payable

in monthly installments of Three Hundred, Six and 78/100 (\$306.78) Dollars, commencing on the 1st day of August, 1970, and continuing on the first day of each month thereafter until the full amount of principal and interest has been paid, with the privilege of prepayment at any time

with interest thereon from date at the rate of SIX per centum per annum, to be paid; included in monthly payments.

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, School District 9H, City of Greer, being on the west side of Trade Street of said City, and being the major portion of Lots Nos. 1 and 2 on a plat of D. D Davenport Estate Property, prepared by H. S. Brockman, Surveyor, September 12, 1946, and having the following courses and distances, to wit: Beginning at an iron pin on the western edge of the sidewalk of Trade Street, on the edge of the right of way of the Piedmont and Northern Railway, and running thence S. 76° 19' W. 190 feet to an iron pin on the edge of said Piedmont and Northern right of way; thence S. 11° 45' E. 148.5 feet to the edge of the 100-foot right of way of Southern Railway; thence N. 72° 52' E. 134 feet to a point on the edge of said right of way of said Railroad; thence turning and running N. 11° 45' W. 22 feet to a point; thence turning and running S. 72° 5' W. 14 feet to a point; thence running N. 11° 45' W. 46 feet to a point; thence turning and running N. 74° 30' E. 70 feet to a point on the western edge of the sidewalk on the western side of Trade Street; thence turning and running N. 11° 45' W. 68 feet to the beginning point. This is the same property conveyed to J. L. Jones by Peoples National Bank, Greenville, South Carolina, as Trustee for the Davenport Heirs, by deed dated February 21, 1947, recorded in Deed Book 308 at page 97, less that portion of the property conveyed by J. L. Jones to E. A. Hightower and J. W. Matthews by deed dated May 8, 1954, and recorded in Deed Book 499, page 262, R. M. C. Office for Greenville County. This being the same property conveyed to the mortgagor by J. L. Jones by deed dated June 25, 1970.

This mortgage is subordinate to and second in nature to a mortgage given to Bank of Greer this date.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.