之,

3

MORTGAGE

THIS MORTGAGE is made this day of April 4, 19 75, between the Mortgagor, Carolina Rentals, Inc.

and the Mortgagee, Security Federal Savings and Loan Association organized and existing under the laws of South Carolina , whose address is 195 East Camperdown Way, Greenville, South Carolina (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of ---One Hundred Ten Thousand and No/100----- Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 10, 1990

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Green South Carolina:

All those certain pieces, parcels or lots of land, situate, lying and being on the southwestern side of Rushmore Drive, in the County of Greenville, State of South Carolina, as shown on plats entitled survey for Carolina Rentals, Inc., made by Carolina Surveying Co., 2 Apr. 1975, and having according to said plats in the aggregate the following metes and bounds, to-wit:

Beginning at an iron pin, joint front corner of Burger King property and instant property and running thence along the southwestern side of Rushmore Drive S. 46-54 E. 242 feet to an iron pin; thence running S. 43-06 W. 163.28 feet to an iron pin; thence running N. 46-54 W. 242 feet along the line of Shealy to an iron pin; thence along the line of Burger King property N. 43-06 E. 163.28 feet to an iron pin, the point of beginning.

ALSO: All those certain pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lots 17, 19, 31 and 34 on a plat entitled "Barwood", recorded in the RMC Office for Greenville County in Plat Book 000, at Page 33. Lot 17 fronts 95 feet on the western side of Barwood Circle, runs to a depth of 198.3 feet on its southern side; to a depth of 198.9 feet on its northern side; and is 95 feet across the rear. Lot 19 fronts 95 feet on the western side of Barwood Circle; runs to a depth 9f 197.1 feet on its southern side; runs to a depth of 197.7 on its northern side; and is 95 feet across the rear; Lot 31 fronts 95 feet on the western side of Barwood Circle; runs to a depth of 220 feet on its northern boundary; and is 95 feet across the rear; Lot 34 runs to a depth of 95 feet along the eastern side of Barwood Circle; runs to a depth of 226.9 feet along its southern boundary; runs to a depth of 226.9 feet along its northern boundary; and is 95 feet across the rear.

To Have and to Hold unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

^{1.} Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.