Mortgagee's Address: P.O. Box 6591, Greenville, SC 29606

MORTGAGE OF REAL ESTATE—Offices of Yarborough, Moore & Smock, Attorneys at Law, Greenville, S. C.

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DONNIE S. TANKERSLEY R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BO-MAC, a South Carolina General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto PROPERTIES UNLIMITED, INC.

(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

THIRTY THOUSAND AND NO/100----------Dollars ($ 30,000.00) due and payable

in accordance with the terms of a Note of even date herewith

with interest thereon from date

according to the terms of said note.

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 situate, lying and being in Greenville County, State of South Carolina, being shown on plat entitled Property of J. L. Bramlett, prepared by C. O. Riddle, R.L.S., dated January 21, 1960, and revised June 20, 1969, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin along the center line of Roper Mountain Road 18.0 feet from an old iron pin on the southwesterly side of Roper Mountain Road and running thence S. 41-30 W. 665.9 feet to an old iron pin along property now or formerly of Bolt; thence N. 40-23 W. 347.4 feet to an old iron pin; thence N. 40-23 W. 16.9 feet to an iron pin; thence N. 47-09 E. 643.8 feet to a point along the center line of Roper Mountain Road; thence along the center line of Roper Mountain Road, S. 43-37 E. 297.5 feet to a point in the center of Roper Mountain Road, the point of beginning, said parcel containing 4.97 acres, more or less, according to said plat.

LESS, HOWEVER, all that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, being shown on plat entitled "Property of Lawrence E. McNair, Jr." prepared by James R. Freeland, R.L.S., dated February 18, 1981 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin along the center line of Roper Mountain Road 1,950.5 feet more or less, from Congaree Road and running thence S. 47-09 W. 179.2 feet to an iron pin new; thence N. 43-16 W. 133.8 feet to an iron pin new; thence N. 47-09 E. 179.2 feet to a nail and cap in Roper Mountain Road; thence running along Roper Mountain Road S. 43-16 E. 133.8 feet to the point of beginning.

This being the same property conveyed to BO-MAC, A south Carolina General Partnership by deed of Properties Unlimited, Inc., dated October 6, 1982 and recorded in the RMC Office of Greenville County, South Carolina contemporaneous herewith.

This mortgage is second and junior in lien to that certain mortgage given by Mortgagor herein to The Palmetto Bank dated October 6, 1982 in the original sum of $35,000.00. Said mortgage being recorded in the RMC Office for Greenville County, South Carolina contemporaneous herewith.

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.