STATE OF SOUTH CAROLINA DONNIE COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CAROLINA MARKETING, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK, P. O. Box 6807, Station B, 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 -

ONE HUNDRED THOUSAND AND NO/100----- Dollars (\$ 100,000.00) due and payable

as per the terms of said note;

at the rate of Prime + 15%, to be paid: as per the date with interest thereon from 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 Mortgagor at any time for advances made to or for his account by the Mortgagoe, 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, described as follows:

BEGINNING at an iron pin on the northwestern side of Warehouse Court (this point being approximately opposite from the southwestern intersection of Warehouse Court and Artillery Road) and running thence with Warehouse Court S. 55-08 W. 109.3 feet to an iron pin; thence N. 39-45 W. 151.2 feet to an iron pin on the right-of-way of the Southern Railroad; thence with said right-of-way in a curved line, the chord of which is N. 47-02 E., 125.3 feet to an iron pin; thence S. 34-19 E. 168.5 feet to the beginning corner.

This being the identical property conveyed to the Mortgagor herein by deed of Charlie W. Rosson and Erle C. Aiton recorded August 11, 1976, in Deed Book 1041 at Page 94, RMC Office for Greenville County, S.C.

This mortgage is second and junior in lien to the mortgage given by the Mortgagor herein to First Federal Savings and Loan Association recorded August 11, 1976, in Mortgage Book 1375 at Page 44, RMC Office for Greenville County, S.C.

STAMP TAX

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 that 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.