STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS. MUSICAL MINISTRIES, INC., a South Carolina corporation with its principal office in Greenville County, Greenville, South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto

East North Street, Greenville, S.C. (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated in the sum of ONE HUNDRED THIRTY-TWO THOUSAND, THREE HUNDRED EIGHTY THREE AND COMMUNITY BANK ----- Dollars (\$ 132,383.40) due and payable

as provided in said Note

with interest thereon from

at the rate of fourteen per centum per annum, to be paid: as provided in 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

All that piece, parcel or lot of land in the Township of Butler, Greenville County, State of South Carolina and being on the northwest side of U.S. Super Highway No. 29 about one-half mile east of the City Limits of Greenville, South Carolina, and being a portion of the unnumbered part of Vista Hills Subdivision as shown on plat thereof recorded in Plat Book P at Page 39, of the R.M.C. Office for Greenville County and being more fully described as follows:

BEGINNING at a point on the northwest side of the right of way of U.S. Super Highway No. 29, the southwest corner of a tract of land now owned by B. L. Montague and running thence South 37 deg. 30 min. East 20 feet to a point in the line of right of way of said highway South 52 deg. 30 min. West 60 feet to a point; thence North 37 deg. 30 min. West 230 feet to a point in line of property of B. L. Montague; thence with the line of said property North 52 deg. 30 min. East 60 feet to a point; thence continuing with the line of said property South 37 deg. 30 min. East 210 feet to the point of BEGINNING, said lot being bounded on the southeast by U.S. Highway No. 29, on the west by property of Vista Hills Subdivision, and on the north and northeast by property now or formerly owned by B. L. Montague.

Being the same property conveyed to Roger P. Scovil by deed from Woodrow W. Bishop and Horace E. Bishop in deed dated March 31, 1948, and recorded in Book 342, Page 447, of the R.M.C. Office for Greenville County, South Carolina.

Being the same property conveyed to Musical Ministries, Inc., by deed from Roger P. Scovil in deed dated April 15, 1980, and recorded in Book 1124, Page 315, of the R.M.C. Office for Greenville County, South Carolina.

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 s ch 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 heireinabove described in see 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.

GREENVILLE OFFICE SUPPLY CO. INC.