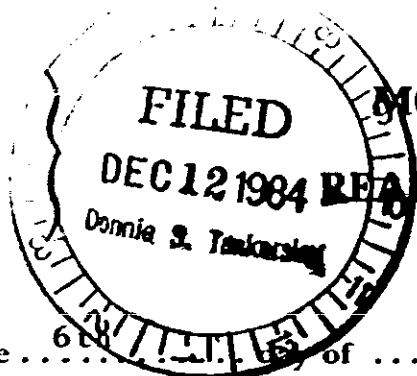


STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE



MORTGAGE  
OF  
REAL PROPERTY

THIS MORTGAGE, executed the 6<sup>th</sup> of December, 1984, by J. C. Ashley (hereinafter referred to as "Mortgagor") to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is P.O. Box 8, Belton, SC 29627.

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated December 6, 1984 to Mortgagee for the principal amount of Nineteen thousand five and 73/100 Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

All that piece, parcel, or tract of land situate, lying and being in the junction of S.C. Highway No. S-24-33 and Cedar Falls Public Road in Dunklin Township, Greenville County, State of South Carolina, and having according to plat of "Lot of Land of J. C. Ashley" by Hugh J. Martin, Reg. L.S., dated September 16, 1964, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BBB at Page 13, the following metes and bounds to-wit:

BEGINNING at a nail & cap in the center of Cedar Falls Public Road and running thence N 35-00 E 235 feet to a point in the said road; thence further along the center of said road N 36-30 E 800 feet to a point; thence N 29-20 E 300 feet to an iron stob; thence N 73-10 E 69.3 feet to stone xo on the line of property of Kirby (or formerly); thence along said line S 10-35 W 1036 feet to nail & cap on S.C. Highway No. S-24-33; thence along said highway S 89-20 W 220.9 feet to a point in said road; thence further in the said road S 76-00 W 200 feet to nail & cap in said road; thence S 68-50 W 200 feet to nail & cap in Cedar Falls Public Road, the point of beginning.

The above described tract, containing 6.0 acres, more or less, is the same tract described in deed from S. J. Stallings to J. C. Ashley dated September 26, 1964, recorded in the RMC Office for Greenville County, S.C., in Deed Vol. 758 at Page 345. It is further identified as Tract 8.1 Block 1, Page 580.3 in School District 10 in Greenville County Block Book. Also, property being conveyed by corrected deed of S. J. Stallings dated May 9, 1967, of record in the RMC for Greenville County, S.C., in Deed Book 820 at Page 316 to correct errors in metes and bounds contained in the previous S. J. Stallings to J. C. Ashley deed.



TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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