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DONNIE S. TANKERSLEY

BOOK 1432 PAGE 218

Mortgagee's address: P O Box 1268, Greenville, SC 29602

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: ACADEMY RENTAL COMPANY

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Thirty-six Thousand and No/100 ----- DOLLARS

(\$ 36,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 29 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

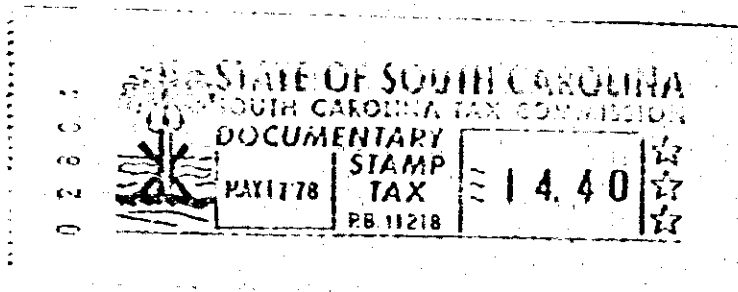
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, being shown and designated as Lot Number 62 on plat of Gray Fox Run recorded in Plat Book 5-P at Page 9 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Crowdale Drive at the joint front corner of Lots 61 and 62 and running thence along said Drive, S 87-24 E 100 feet to an iron pin at the joint front corner of lots 62 and 63; thence turning and running with the common line of said lots, S 2-36 W 150 feet to a point; thence turning and running, N 87-24 W 100 feet to an iron pin at the joint rear corner of lots 62 and 61; thence with the common line of said lots, N 2-36 E 150 feet to the point of beginning.

This is the same property conveyed to the Mortgagor by deed of Threatt Maxwell Enterprises, Inc. recorded on even date herewith.

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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