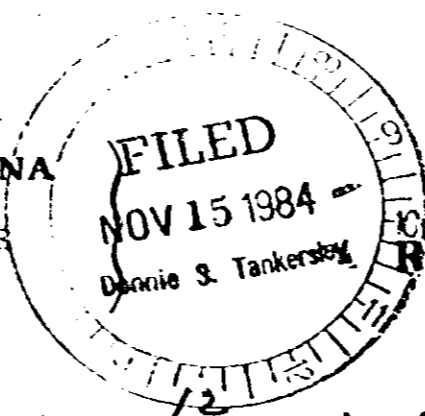


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE
OF
REAL PROPERTY

THIS MORTGAGE, executed the 12 day of November, 1984, by Dewey Lee Campbell (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:

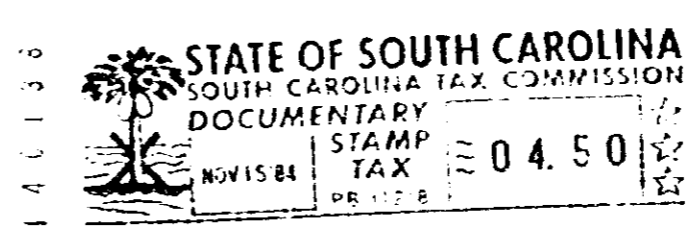
IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated November 12, 1984, to Mortgagee for the principal amount of Five Thousand and 00/100 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 certain piece, parcel or lot of land, situate, lying and being on the northern side of Parisview Avenue in the City of Travelers Rest, Bates Township, Greenville County, South Carolina, being known as the greater portion of Lot No. Two (2) and a small triangular portion of Lot No. Three (3) on a Plat of Lots No. Two (2) and Three (3), Sunny Acres, recorded in the RMC Office of Greenville County, South Carolina, in Plat Book "VV", at Page 85, and being more particularly described on a Plat of property of James Delane Johnson and Jane G. Johnson, Travelers Rest, S.C., made by R. K. Campbell, Engineer, dated August 1, 1961, and recorded in the RMC Office of Greenville County, South Carolina, in Plat Book "VV" at Page 146, reference to which is craved for a complete and detailed description thereof.

Said lot runs 75 feet along the northern side of Parisview Avenue; runs to a depth of 143.1 feet on its western side; runs to a depth of 157.7 feet on its eastern side; and is 103 feet across its rear.

THIS BEING the same property conveyed unto mortgagor herein by deed of MODERN APARTMENTS, INC., by deed dated May 18, 1967, of record in the RMC for Greenville County, SC, in Deed Book 821 at Page 36, recorded on June 1, 1967.

Subject to the usual covenants, conditions, easements and reservations of record.



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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