MORTGAGE

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(PENSON PROPERTY)

CBC #188546

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

Greenville, South Carolina

TO ALL WHOM THESE PRESENTS MAY CONCERN: FRANK J. WARE, JR.

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto Cameron-Brown Company

, a corporation , hereinaster organized and existing under the laws of the State of North Carolina called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Fifteen Thousand Fifty and no/100ths - - - - - - Dollars (\$15,050.00),

per centum (12.0 with interest from date at the rate of twelve per annum until paid, said principal and interest being payable at the office of Cameron-Brown Company

in Raleigh, North Carolina or at such other place as the holder of the note may designate in writing, in monthly installments of One Hundred Sixty-Five and 71/100ths - - - - - - Dollars (\$165.71 , 1930 , and on the first day of each month thereafter until the princommencing on the first day of April cipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of Harch, 2000

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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 Morigagee, its successors and assigns, the following-described real estate situated in the County of Greenville State of South Carolina:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being more particularly described as Lot No. 36 as shown on plat entitled "Subdivision for Abney Hills, Poinsett Plant, Greenville, South Carolina", by Pickell & Pickell, Engineers, Greenville, South Carolina, March 5, 1959, and recorded in the RMC Office for Greenville County in Plat Book QQ, Pages 51 & 57, and having according to said plat such metes and bounds as shown thereon.

This being the same property conveyed unto Frank J. Ware, Jr. by deed of Elizabeth S. Carper and Shirley R. Bennett, dated May 16, 1979, recorded May 17, 1979, in Deed Book 1162, at Page 740, in the R.M.C. Office for Greenville County, S.C.

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 equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the manger herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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