BROWN AND HAGINS, ATTORNEYS AT LAW, P.A., 106 WILLIAMS STREET, GREENVILLE, S. C. 29601

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COUNTY OF Greenville 55 PH '81

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE C. LAKKERALEY

Mortgagee's Address: 21 Isbell Lane Greenville, S. C.

WHEREAS. C. Dan Joyner

(hereinafter referred to as Mortgagor) is well and truly indebted unto P. Dayton Poole

pursuant to the terms of said note

date

with interest thereon from

at the rate of 9 1/2%

per centum per annum, to be paid: pursuant to said 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 Mortgagoe 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:

TRACT 1

ALL that piece, parcel or lot of land in the City and County of Greenville, State of South Carolina, on the western side of South Carolina Highway 291 (also known as 291 By-Pass) and being known and designated as all of Lot No. 5 and 25 feet of Lot No. 6 of the Property of Robert W. Ramsey recorded in the R.M.C. Office for Greenville County in Plat Book "HH," at Page 5 and having, according to a more recent survey entitled "Property of C. Dan Joyner & Co." recorded in the R.M.C. Office for Greenville County in Plat Book RRR, at Page 29, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of South Carolina Highway 291, said pin being 100 feet south of the southern corner of the intersection of South Carolina Highway 291 and Fisher Drive and running thence S. 80-48 W. 175 feet to an iron pin; thence N. 9-12 W. 100 feet to an iron pin on the southern side of Fisher Drive; thence with the southern side of Fisher Drive N. 80-48 E. 175 feet to an iron pin at the southern corner of the intersection of Fisher Drive and South Carolina Highway 291; thence with the western side of South Carolina Highway 291 S. 9-12 E. 100 feet to an iron pin, the point of beginning.

This is the same property conveyed to C. Dan Joyner and P. Dayton Poole by deed of Robert W. Ramsey, recorded in the R.M.C. Office for Greenville County in Deed Book 822 at Page 401 on June 26, 1967. Subsequent thereto, P. Dayton Poole conveyed to C. Dan Joyner his undivided one-half interest in the property by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1217 at Page 289 on 1984.

TRACT 2

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ALL those certain pieces, parcels or lots of land in the City and County of Greenville, State of South Carolina on the western edge of State Highway 291 and being known and designated as part of Lots Nos. 6 and 7 on plat of the property of Robert W. Ramsey recorded in the R.M.C. Office for Greenville County in Plat Book "HH" at Page 5 and having the following metes and bounds, to-wit:

(contined on attached sheet)

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 such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

DO 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 fee simple absolute, that it has good right and is whilly authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided berein. 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.