MORTCACE OF REAL ESTATE Office of World Spraces, Freeman & Parham, P.A. Greenville, S. C.

DONNIE S. TANKERSLEY R.M.C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

AMERICAN SCENIC REALTY, INC.,

a South Carolina Corporation

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

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 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 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon: All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying, and being on the Northern side of McBee Boulevard and the Eastern side of Poplar Street (now Andrews Street), and having the following metes and bounds:

BEGINNING at the Northeast intersection of McBee Boulevard and Poplar Street and running thence with Poplar Street North 40-10 West 390.33 feet to a point on the Eastern edge of Poplar Street; thence North 48-15 East 179 feet to a point; thence North 40-49 West 40 feet to a point; thence North 58-14 East 204.33 feet to a point; thence South 40-51 East 321.65 feet to a point; thence South 40-49 East 173.9 feet to a point on the Northern edge of McBee Boulevard; thence with McBee Boulevard, South 62-58 West 396.58 feet to the point of beginning.

The mortgage conveyed herein is a second mortgage, subject and subordinate to that certain Mortgage given to The Peoples National Bank of Greenville, South Carolina, dated May 17, 1968, securing an indebtedness of \$67,500.00, recorded in the R.M.C. Office of Greenville County in Mortgage Book 1092 at Page 637.

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.