Mann, Lanier & Richardson, Attorneys at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James R. Mann and Virginia B. Mann

(hereinafter referred to as Mortgagor) is well and truly indebted unto Allen E. Vaughn, William A. Vaughn and Tom S. Bruce

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

One Hundred Fifty Thousand and No/100ths----------Dollars ($ 150,000.00) due and payable

on demand at any time after ninety (90) days from date

with interest thereon from date at the rate of nine (9) per centum per annum, to be paid monthly

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 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 those pieces, parcels or tracts of land in Chick Springs Township, Greenville County, State of South Carolina, situate, lying and being on the northern side of U.S. Super Highway No. 29 and being shown and designated as a 3.25 acre tract and a 0.54 acre tract on plat of property of W. A. Monk made by H. S. Brockman, R.L.S., dated May 1-, 1962, and having, according to said plat, the following metes and bounds, to-wit:

3.25 Acres: BEGINNING at a nail in St. Mark Road at its intersection with U.S. Super Highway No. 29 and running thence along St. Mark Road N. 32-55 W. 217.9 feet to a nail at the corner of property now or formerly belonging to Mullinax; thence along Mullinax line S. 52-45 W. 460 feet to an iron pin; thence S. 5-12 E. [illegible] feet to an iron pin on the northern side of U.S. Super Highway No. 29; thence along the northern side of U.S. Super Highway No. 29 N. 68-00 E. 586 feet to the beginning corner.

0.54 Acres: BEGINNING at an iron pin on the northern side of U.S. Super Highway No. 29 at the corner of property now or formerly belonging to Fred T. Bishop and at the corner of the 3.25 acre tract hereinabove described; running thence along Bishop line N. [illegible] W. 283.5 feet to an iron pin; thence still with Bishop line N. [illegible] E. [illegible] feet to an iron pin in the line of the 3.25 acre tract hereinabove described; thence [illegible] feet to the beginning corner.

The above property is the same conveyed to Virginia B. Mann by W. A. Monk by deed dated July 15, 1964, and recorded in the R.M.C. Office for Greenville County, S.C., in Deed Book 753, at page 120.

ALSO: All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, situate, lying and being on the northeastern side of Haines Avenue containing 5 acres, more or less, and having the following metes and bounds, to-wit:

(Continued on attached sheet)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any wise incident or appertaining, and of all 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

TO 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 hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. 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

The Mortgagor further covenants and agrees as follows:

1. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

2. That it will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the unpaid debt or such portion thereof as may be required by the Mortgagee, and in companies acceptable to Mortgagee, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee. It shall pay all premiums when due, and that it does hereby assign to the Mortgagee the proceeds of any insurance policy insuring the mortgaged premises in the event of loss. Mortgagee may, at its option, apply the proceeds of any insurance policy to the reduction of the indebtedness hereby secured, whether due or not.

RV-2