

WHEREAS, Bonaventure Partnership, a General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto The South Carolina National Bank, a National Bank chartered under the laws of the United States of America as Co-Executor and Trustee under the Will of B. Frank Thackston, and J. Ford Thackston as Co-Executor under the Will of B. Frank Thackston (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 Five Thousand One Hundred Forty Seven and 97/100-----

-----Dollars (\$105,147.97) due and payable in five annual principal installments beginning October 9, 1981 and continuing in a like manner each and every year thereafter until this obligation shall be paid in full. The first four annual installments shall each be in the amount of \$21,029.59 and the fifth and final installment shall be in the amount of \$21,029.61

with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid: annually together with the principal payments aforesaid.

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, the Mortgagee's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 184.55 acres net more or less as shown on plat entitled "Survey for B. F. Thackston Estate" prepared by W. R. Williams, Jr., R.L.S., and dated September 1, 1980 and recorded in the RMC Office for Greenville County in Plat Book 7-Y at Page 91, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a spike in the center line of Standing Springs Road, South Carolina Road No. 84, at the joint front corner with property of Rhode and Flynn and running thence with the center line of said road, N. 17-08 W. 390.40 feet, N. 17-07 W. 298.26 feet, E. 16-57 W. 870.33 feet, N. 20-13 W. 97.51 feet, N. 26-43 W. 85.73 feet, N. 36-54 W. 112.75 feet; N. 39-22 W. 558.23 feet; N. 37-00 W. 100 feet, N. 28-26 W. 100 feet, N. 18-27 W. 100 feet; N. 7-51 W. 100 feet, N. 2-22 E. 100 feet, N. 9-59 E. 196.65 feet, N. 10-02 E. 342.77 feet, N. 9-40 E. 194.97 feet, N. 8-09 E. 193.30 feet, N. 6-40 E. 218.39 feet, N. 6-13 E. 317.86 feet and N. 5-39 E. 201.58 feet to an old spike, joint corner with Property of Rabren; thence leaving center line of said road S. 82-13 E. 22.08 feet to an old iron pin; thence S. 80-51 E. 263.19 feet to an old iron pin; thence S. 69-57 E. 125.57 feet to an old iron pin; thence crossing a branch S. 69-54 E. 176.53 feet to an old iron pin; thence S. 69-53 E. 62.47 feet to an old iron pin; thence S. 69-08 E. 35 feet to an old iron pin; thence S. 79-34 E. 78.53 feet to an old iron pin; thence S. 80-04 E. 122.46 feet to an old iron pin; thence S. 79-43 E. 235.32 feet to an old iron pin; thence crossing said branch S. 78-58 E. 256.09 feet to a new iron pin; thence S. 73-24 E. 233.05 feet to an old iron pin along the western side of the Reedy River; thence S. 73-24 E. approximately 50 feet to the center of the Reedy River; thence turning and running through the center of the Reedy River as the property line following the meanders thereof, the traverse lines of which are as follows: Beginning at an old iron pin N. 73-24 W. approximately 50 feet from the center line of the said Reedy River and running thence S. 18-00 W. 55.75 feet to a point, S. 14-50 E. 171.31 feet to a point, S. 5-59 E. 191.80 feet to a point, S. 39-33 E. 123.02 feet to a point, S. 40-27 E. 218.65 feet to a point, S. 8-28 E. 201.20 feet to a point, S. 84-55 E. 265.55 feet to a point, N. 55-55 E. 139.18 feet to a point, N. 66-58 E. 235.01 feet to a point, N. 89-46 E. 144.76 feet to a point, S. 20-05 E. 304.16 feet to a point, S. 52-16 W. 195.93 feet to a point, S. 3-35 E. 288.75 feet to a point, S. 15-51 E. 223.73 feet to a point; S. 14-30 E. 142.37 feet to a point; thence S. 65-23 E. 107.15 feet to a point; S. 39-37 E. 305.28 feet to a point; and S. 57-07 E. 91.62 feet to an old iron pin; thence leaving the center line of Reedy River and crossing a branch S. 48-09 W. 636.47 feet to an old iron pin; thence S. 82-30 W. 189.67 feet to an old iron pin; thence S. 31-35 E. 410.68 feet to an old mark on cedar; thence S. 64-45 W. 583.90 feet to an old iron pin; thence S. 51-13 W. 533.32 feet to an old iron pin; thence N. 63-57 W. 360 feet to a new iron pin in old roadbed; thence with the center line of old roadbed S. 38-57 W. 274.70 feet to a new iron pin, S. 58-57 W. 165 feet to a new iron pin, S. 31-12 W. 182.90 feet to a new iron pin, and S. 16-00 W. 141.58 feet to the point of beginning.

(CONTINUED ON ATTACHED PAGE THREE)

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 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.