MORTGAGE OF REAL ESTATE-Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C. DONNIE S. TANKERSLEY

R.M.C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

HURDLE H. LEA, JR. and FRANCES J. LEA WHEREAS,

CASTLES & SLOAN CONSTRUCTION COMPANY, (hereinafter referred to as Mortgagor) is well and truly indebted unto INC.

(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 FORTY THOUSAND and 00/100------

_______Dollars (\$ 40,000.00) due and payable

one year (1) from date

simple interest

with interest thereon from date at the rate often (10%) per centum per annum, to be paid: at maturity

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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, 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, being known and designated as "PROPERTY OF HURDLE H. LEA, JR. & FRANCES J. LEA" according to a recent survey thereof prepared March 9, 1983, by Carolina Surveying Co., recorded in the R.M.C. Office in Plat Book 9-0 at Page 16 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Congaree Road and running thence with said road, S. 41-28 E. 75 feet to an iron pin; thence continuing S. 44-43 E. 100 feet to an iron pin at the corner of property now or formerly of W. W. Grainger, Inc.; thence with the joint line of this property and Grainger property, S. 37-05 W. 375 feet to an O.I.P. in line of property now or formerly of World Indoor Sports, Inc.; thence N. 43-20 W. 175 feet to an O.I.P.; thence turning and running N. 37-06 E. 375 to the point of beginning.

THIS is the same property conveyed to the mortgagors by the mortgagee by deed dated March 11 , 1983 to be recorded herewith.

MORTGAGEE'S ADDRESS: P.O. Box 5877, Greenville, SC 29606

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY ! 1 STAMP MARINES TAX

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 is 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. 90(1**0**