HORTON, DRAWDY, HAGINS, WARRASELY, PA 307 PETTIGRUST GREENVILLE, S.C. 2.636 11 1994

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

4 54 13 MORTGAGE OF REAL ESTATE (CORPORATION) TO ACTWOOD THESE PRESENTS MAY CONCERN:

JUNNIL - N

WHEREAS, CHAUNESSY PROPERTIES, INC., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

FRED M. MARTIN

as provided for in said note; and,

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(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

One and No/100 (\$1.00) Dollar, and Surety Agreement,

EXXXXXXXX due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of per centum per annum, to be paid

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 certain pieces, parcels or lots of land shown on plat entitled Chaunessy, prepared by Freeland & Associates, Inc., dated October 28, 1983, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 9-W, at Pages 48 and 49, excluding, however Lot No. 28 previously conveyed out, Lot No. 19 containing 13.01 acres, more or less, and excluding the roadways shown on said plat previously dedicated to Greenville County, South Carolina, reference to said plat being hereby craved for metes and bounds descriptions thereof.

This is the identical property conveyed to the Mortgagor herein by deed of Harold B. McKinney, dated March 17, 1933, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1134, at Page 564, on March 17, 1983, and by deed of Francis E. Clark and Robert E. Scott dated August 10, 1933, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1194, at Page 448, on August 15, 1933. For change of name of the Mortgagor, see Deed Book 1199, at Page 124. For corrective deed, see Deed Book

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way 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 lawfelly 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof