

East Meek St.
Greenville, SC 29601

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO S.C.
JAN 28 AM 11
DUNN & WENSLLEY
R.M.C.

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

WHEREAS, DIXIE PAINT & HARDWARE, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank

(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 Ninety Thousand and no/100 Dollars (\$ 90,000.00) due and payable

with interest thereon from _____ date at the rate of 13½ per centum per annum, to be paid: as set forth in said note.

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:

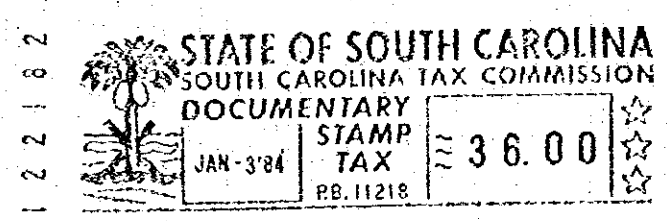
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

ALL that certain piece, parcel and lot of land containing .81 acre, more or less, located on the West side of Old Augusta Road and on the East side of U. S. Highway 25 (Augusta Road) in the Moonville Community, Greenville County, State of South Carolina, shown as lot 3 on plat of property of J. W. Moon estate made by Jones Engineering Service, dated October 10, 1978 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 7-E at Page 21 and having the following description:

BEGINNING at an iron pin on the east side of right-of-way of U. S. Highway 25 (Augusta Road) and running thence N. 84-05 E. 192.5 feet to an iron pin on the right-of-way of the Old Augusta Road; thence with the right-of-way of Old Augusta Road, S. 8-24 W. 221 feet; to an iron pin; thence S. 81-57 W. 141.5 feet to a point on the right-of-way of the U. S. Highway 25 (Augusta Road) thence along and with the right-of-way of that road, the following courses and distances: N. 3-49 W. 56 feet; N. 5-13 W. 100 feet; and N. 5-55 W. 64 feet to the point and place of beginning.

This is that property conveyed to Mortgagor by deed of Malinda M. Fulghum recorded July 17, 1979 in the RMC Office for Greenville County, South Carolina, in Deed Book 1106 at Page 846.

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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.

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