STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS. The Loyal Order of The Hoose, Greenville Lodge, #1975, by its Trustees Willis R. Davis, Lonzo H. Long, and Kenneth L. King (hereinafter referred to as Mortgagor) is well and truly indebted unto Belk-Simpson Co. of Greenville, Inc.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Belk-Simpson Co. of Greenville, Inc., 104 South Main Street, Greenville, South Carolina, 29601

(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

in twelve (12) years (for terms of repayment, see Note of EVen Date)

with interest thereon from date

at the rate of 6 (6%) per centum per annum, to be paid: annually

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, bing and being in the State of South Carolina, County of Greenville, City of Greenville in accordance with Plat dated June 13, 1978 made by R. B. Bruce, R.L.S., for Grantors herein, said plat to be recorded herewith in Plat Book 6R, at page 45, and having according to said plat the following metes and bounds, to-wit:

REGINNING at a point 537 feet West of Parisview Drive on the Southern side of Rutherford Road at the joint front corner of subject lot and a lot owned by C. Henry Branyon and proceeding thence in a Southern direction with the common line of said lots S 20-20 E 192 feet to an old iron pin; thence S 80-28 W 61.3 feet to an old iron pin; thence S 19-24 E 44.5 feet to an old iron pin; thence S 75-08 W 89.8 feet to an old iron pin; thence with T. B. Investment Co. line N 25-57 W 222.5 feet to Rutherford Road right-of-way; thence with Rutherford Road right-of-way N 69-48 E 100 feet; thence continuing with said right-of-way N 72-07 E 50 feet; thence N 74-38 E 22.4 feet to the beginning corner, and containing 0.78 Acres, more or less.

DERIVATION: This being the same property conveyed to the Mortgagor herein by Belk-Simpson Co. of Greenville, Inc. by Deed dated July 5, 1978, said Deed to be recorded herewith in Deed Book 1082 at page 542, R.M.C. Office for Greenville County, South Carolina.

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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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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