WHEREAS, MCNEELY REAL ESTATE, 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 SOUTHERN BANK & TRUST COMPANY------

dated April 18, 1979 (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory notexix xvex data in the sum of:

Five Thousand Three Hundred Sixty-Three and 40/100

(\$ 5,363.40) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part dereof as though they set forth herein, with interest thereon from date at the rate of per centum per annum, to be paid as provided for in said note; and,

payable in 12 monthly installments of \$446.95, principal and interest, the first such payment being due and payable on June 1, 1979,

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgages 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 Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

ALL that piece, parcel or lot of land in the County of Greenville, State of South Carolina, being Lot No. 1 on a plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "C", at Page 176, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at a corner of Ladson Street and Mills Avenue and running thence with Mills Avenue S. 45-27 W., 65 feet; thence S. 44-33 E., with line of Lot No. 2,180 feet to an iron pin on an alley; thence with said alley N. 45-27 E., 65 feet to an iron pin on Ladson Street; thence along Ladson Street N. 44-33 W., 180 feet to the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Ray H. Suttles, recorded in the Greenville County R.M.C. Office on June 17, 1974 in Deed Book 1001 at Page 264.

ALSO all that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the Southerly side of West Mills Avenue in the City of Greenville, South Carolina, being known and designated as Lot No. 3, Block F, Plat of O. P. Mills property as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book C at Page 176, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of West Mills Avenue 65 feet West of Ladson Street, and running thence S. 44-33 E., 180 feet to a 16-foot alley; thence with the Northerly side of said alley S. 43-27 W., 65 feet to an iron pin; thence N. 44-33 W., 180 feet to Mills Avenue; thence with Mills Avenue N. 45-27 E., 65 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Elizabeth Lee and Margaret Eileen Godfrey recorded in the Greenville County R.M.C. Office on June 7, 1974 in Deed Book 1000 at Page 766.

ALSO all that piece, parcel or lot of land, with improvements thereon, situate, lying and being on the southern side of Mills Avenue in the City of Greenville, County of Greenville, State of South Carolina and known and designated as the Eastern portion of Lots No. 5, Block F, on plat of O. P. Mills recorded in the R.M.C. Office for Greenville County in Plat Book C at Page 176 and having the following metes and bounds, to-wit:

BEGINNING at a stake on the southern side of Mills Avenue 202.5 feet from the corner of Mills Avenue and Church Street and running thence with Mills Avenue N. 45-27 E., 51 feet to the corner of Lot 3; thence with the line of Lot 3, S. 44-33 E., 180 feet to an alley; thence with said

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 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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