MORTGAGE OF REAL ESTATE

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WHEREAS, White Horse Road Investors, a Partnership

(hereinaster referred to as Mortgagor) is well and truly indebted unto Pension Plan and Trust of Dobson & Dobson, P.A.

(hereinaster 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

Nineteen Thousand Four Hundred Seventy-five and NO/100------ Dollars (\$ 19,475.00 ) due and payable

with interest thereon from March 12, 1979

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at the rate of

per centum per annum, to be paid: On demand

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:

12%

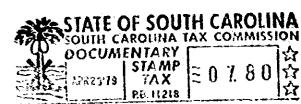
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 and being in Paris Mountain Township, containing 23 acres, more or less according to a plat entitled "Property of T. Walter Brashier", prepared by Jones Engineering Service, dated October 2, 1972, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of White Horse Road at the intersection of White Horse Road and Montague Road, thence with the northeastern side of White Horse Road the following courses and distances: N. 9-58 W. 102 feet to an iron pin, N. 14-04 W. 104 feet to an iron pin, N. 18-10 W. 104 feet to an iron pin, N. 22-16 W. 104 feet to an iron pin, N. 26-12 W. 104 feet to an iron pin, N. 30-18 W. 104 feet to an iron pin, N. 34-24 W. 104 feet to an iron pin, N. 38-30 W. 104 feet to an iron pin, N. 40-18 W. 91.5 feet to an iron pin, N. 42-36 W. 121.6 feet to an iron pin and N. 6-02 W. 224.9 feet to an iron pin; thence leaving said road N. 55-00 E. 166 feet to an iron pin; thence S. 52-15 E. 250 feet to an iron pin; thence N. 55-29 E. 1,585.7feet to an iron pin; thence S. 49-23 E. 88.4 feet to an iron pin; thence S. 32-24 W. 339.1 feet to an iron pin; thence S. 58-26 E. 150 feet to an iron pin in Montague Road; thence with Montague Road S. 32-24 W. 50 feet to an iron pin in said road, thence N. 57-36 W. 185 feet to an iron pin in the rear lot line of Lot No. 1 of other property now or formerly of T. Walter Brashier; thence with the rear lot lines of Lots 1 through 16 of other property now or formerly of T. Walter Brashier S. 32-24 W. 1,200 feet to an iron pin; thence with the rear lot lines of Lots 17 and 18 of property now or formerly of T. Walter Brashier S. 35-34 W. 140 feet to an iron pin; thence with the rear lot lines of Lots 19 and 20 of property now or formerly of T. Walter Brashier, S. 42-14 W. 120 feet to an iron pin; thence with the side lot line of Lot No. 20, S. 28-11 E. 196.6 feet to an iron pin in Montague Road; thence with Montague Road, S. 45-08 W. 70 feet, more or less, to an iron pin; thence continuing with said road S. 49-30 W. 265 feet to the point of beginning.

This being the same property acquired by the Mortgagor by deed of Financial Resources, Inc., dated September 25, 1973, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 984 at page 749.

This Second Mortgage is Junior & Subordinate to that certain Mortgage dated December, 1972.



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.