TATE OF SOUTH CAROLINA

OF GREENVILLE

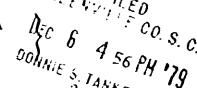
OF GREENVILLE

OF SOUTH CAROLINA

OF SOUTH CAROLIN

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE 10 ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOHN A. CARSON, JR. and JANEY. CARSON

thereinafter referred to as Mortgagor) is well and truly indebted unto PATERSON TEXTILE WAREHOUSE, now by change of name known as 301 CORPORATION

thereinafter 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

Fifteen Thousand and No/100------Dollars (\$ 15,000.00 ) due and payable

with interest thereon from December 6, 1979 at the rate of ten (10%) per centum per annum, to be paid:

in three (3) equal annual installments, commencing no later than December 6, 1980, until paid in full

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 (\$3.60) 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, the Mortgagee's heirs, successors and assigns:

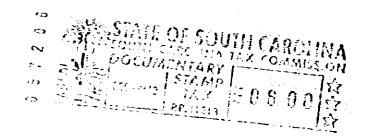
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northeast side of Gilreath Street, and on

the northwest side of Hammett Street, and having, according to a survey made by Freeland and Associates entitled "Property of John A. Carson, Jr. and Jane A. Carson" the following metes and bounds, to-wit:

BEGINNING at an iron pin at the point where the northeast side of Gilreath Street intersects with the northwest side of Hammett Street, and running thence along the northeast side of Gilreath Street N. 69-35 W. three hundred eighty-nine and six-tenths (389.6) feet to an iron pin; thence N. 48-20 E. three hundred thirty-five and twotenths (335.2) feet to an iron pin; thence S. 41-30 E. three hundred forty-five and one-tenth (345.1) feet to an iron pin on the northwest side of Hammett Street; thence along the northwest side of Hammett Street S. 48-40 W. one hundred fifty-one and eight-tenths (151.8) feet to the point of beginning.

This mortgage is junior to that certain Mortgage of Real Estate to Calhoun Life Insurance Company dated July 1, 1965, recorded in the RMC Office for Greenville County in Mortgage Book 1008, Page 612, said mortgage having been assigned to Appalachian National Life Insurance Company of Nashville, Tennessee.

This is the same property heretofore conveyed by the Mortgagee to the Mortgagors by deed dated December 6, 1979, and recorded herewith in the RMC Office for Greenville County.



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 is 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.