STATE OF SOUTH CAROLINA )
COUNTY OF GREENVILLE )

MORTGAGE OF REAL ESTATE

RECHARGE CO. S. C. N. C. S. C. N. C. S. C. N. C. S. C. N. P. BO. N. C. N. C. N. P. BO. N. C. N.

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WHEREAS, Julian Marshall Smith, Jr., Barbara S. Smith, James David Smith hereinafter called Mortgagors, are indebted to Southern Bank and Trust Company, with its principal office at Greenville, South Carolina, hereinafter called the Lender, in the sum of Three Hundred Eighty-five Thousand and no/100 (\$385,000.00) Dollars for money loaned as evidenced by a note of even date with this instrument, which note bears interest at the rates specified therein, said note together with this mortgage to be assigned to Integon Life Insurance Corporation, Winston-Salem, North Carolina, pursuant to the covenants and mutual promises contained in that certain Buy-Sell Agreement dated January 14 , 1980, by and between the Mortgagors herein, Southern Bank and Trust Company, Greenville, South Carolina, and Integon Life Insurance Corporation, Winston-Salem, North Carolina, and after assignment of the said note and the within mortgage, the Mortgaors herein to pay to Integon Life Insurance Corporation, Winston-Salem, North Carolina, the principal and interest in equal monthly installments in an amount specified in said note, and the installments beginning on the first day of October, 1980, and a like amount on the first day of each consecutive month thereafter until the first day of September, 2005, when the balance of principal and interest will be payable.

AND, WHEREAS, the Mortgagors desire to secure the payment of said note with interest and any additional payments hereinafter agreed to be made, and to guarantee the performance of all the agreements and covenants hereinafter contained;

AND, WHEREAS, the Mortgagors further covenant that upon failure to pay any installment when due, the remaining unpaid balance shall at the option of the holder, bear interest at a rate designated by the holder, which shall not be in

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