MORTGAGE OF REAL ESTATE-Prepared GRANGEY AND ORILEY, Attorneys at Law, Greenville, S. C. S SEP 12 3 52 PH 188 ALL WHOM THESE PRESENTS MAY CONCERN: STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHEREAS, Properties Unlimited, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank & Trust Company

(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

Twenty-Five Thousand and No/100----- Dollars (\$25,000.00) due and payable 90 days from date of note

with interest thereon 2006 at maturity to the terms of the note

at the rate of 14.00

per centum per annum, to be paid: according

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 Mortgagor at any time for advances made to or for his account of any other and further sums for which the Mortgagor in hand well and truly paid by the Mortgagor, and also in consideration of the further sums of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, burgained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, its successors and assigns:

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All that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, being shown on plat entitled Property of J. L. Branlett prepared by C. O. Riddle, R.L.S., dated January 21, 1960, and revised June 20, 1969, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin along the center line of Roper Mountain Road 18.0 feet from an old iron pin on the southwesterly side of Roper Mountain Road and running thence S. 41-30 W. 665.9 feet to an old iron pin along property now or formerly of Bolt; thence N. 40-23 W. 347.4 feet to an old iron pin; thence N. 40-23 W. 16.9 feet to an iron pin; thence N. 47-09 E. 643.8 feet to a point along the center line of Roper Mountain Road 21.0 feet from an iron pin along the southwesterly side of Roper Mountain Road; thence along the center line of Roper Mountain Road, S. 43-37 E. 297.5 feet to a point in the center of Roper Mountain Road, the point of beginning, said parcel containing 4.97 acres, more or less, according to said plat.

This being the same property conveyed to the Mortgagor herein by deed of Etta B. Thomas, et al, dated June 20, 1980 and recorded in the R.M.C. Office for Greenville County on June 23, 1980 in Deed Volume 1127 at Page 916.

This mortgage being second and junior in lien to that mortgage given to Harley B. Lynch, et al, dated June 20, 1980 and recorded in the R.M.C. Office for Greenville County on June 23, 1980 in Mortgage Book 1505 at Page 918; said mortgage being in the original amount of \$22,683.75.

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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.

C. The Mortgagor covenants that it is lawfully seized of the premises bereinabove described in fee simple absolute, that it has good right trid 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.