STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS,

I, HAMLEN BEATTIE, CO. S. C.

(hereinafter referred to as Mortgagor) is well and truly indicated unto BOUTHERN BANK & TRUST COMPANY

DONNIE TARKERSLEY

Dollars (\$ 18,000,00--) due and payable

365 days from date,

with interest thereon from date

at the rate of 18.00% per centum per annum, to be paid: quarterly

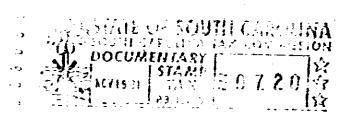
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, its successors and assigns:

_____ALL that vertain piece, parcel or lot of hard, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

All that certain piece, parcel or lot of land situate, lying and being on the northern side of Southside Drive and the southern side of Sunrise Drive, near the City of Greenville County of Greenville, State of South Carolina, being known and designated as Lot No. 26, as shown on a plat entitled "Property of the Paris Mtn.-Caesar's Head Co.," showing Caesar's Head, Section A, Development, dated October 9, 1924, prepared by R.E. Dalton, R.S., and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book G, at Pages 122 and 123, reference to which plat is hereby craved for a more definite metes and bounds description thereof.

This is a portion of the same property conveyed to the mortgagor herein by deed of Coggins Land Company dated December 22, 1977 and recorded in the R.M.C. Office for Greenville County, South Carolina, on January 5, 1978, in Deed Volume 1071 at Page 378.

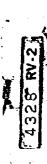


Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, 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.

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A SEA SHARMAN