STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, HENCO, A PARTNERSHIP 2

(hereinafter referred to as Mortgagor) is well and truly indebted top FIRST NATIONAL BANK OF SOUTH CAROLINA

(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 -----

FIFTY THOUSAND AND NO/100THS----- Dollars (\$ 50,000.00---) due and payable

AS SET FORTH IN SAID NOTE,

with interest thereon from DATE IN SAID NOTE.

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at the rate of 16%

per centum per annum, to be paid: AS SET FORTH

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 (\$3.00) 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, on the North side of Woodfin Avenue in the City of Greenville, being shown as unnumbered lot and a portion of Lot 1 on Plat of property of R. Jack Williams, recorded in the RMC Office for Greenville, South Carolina, in Plat Book F at Page 263; dated April 1947, and having, according to a more recent survey made by Jones Engineering Service, June 3, 1975, entitled "Property of William A. Carbaugh and Joyce F. Schockley", recorded in the RMC Office for Greenville County, S. C. in Plat Book 5M at Page 54, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Woodfin Avenue at the corner of property of now or formerly Bernice Williams; thence with the lot of Bernice Williams N. 4-56 W. 168 feet to an iron pin; thence N. 88-47 E. 14.9 feet to an iron pin; thence S. 3-23 E. 9.2 feet to an iron pin; thence N. 87-58 E. 80.2 feet to an iron pin; thence S. 20-26 E. 161.7 feet to an iron pin on the North side of Woodfin Avenue; thence along Woodfin Avenue S. 86-15 W. 137.5 feet to the beginning corner.

THIS being the same property conveyed to the Mortgagor herein by a certain deed of Frank P. McGowan, Jr., as Master in Equity for Greenville County on November 19, 1980, and thereafter filed in the RMC Office for Greenville County in Deed Book 1137 at Page 583.

DOCUMENTARY

STATE OF SOUTH CARD AND ADDRESS OF SOUTH CARD A

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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CAT SECTION AND SECTION