Mortgagee's address: P.O. Box 969 Greenville, SC 29602

STATE OF SOUTH CAROLINA CAROLI

MORTGAGE OF REAL ESTATE

..... 1373 sas 563

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ADS DATA SYSTEMS, INC., hereinafter referred to as Debtor, is well and truly indebted unto South Carolina National Bank, as evidenced by Debtor's Promissory Note of even date herewith, the terms of which are incorporated herein by reference;

NOW, KNOW ALL MEN, that H. BRUCE BAKER and LUANNE L. BAKER, hereinafter referred to as Mortgagors, in consideration of advances made by South Carolina National Bank, hereinafter referred to as Mortgagee, to Debtor, as evidenced by Debtor's Promissory Note of even date herewith, hereby expressly made a part hereof, and to secure future advances which may be made by Mortgagee to Debtor, aggregating THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS, and to secure, in accordance with Section 29-3-50, Code of Laws of South Carolina, 1976: (1) all existing indebtedness of Debtor to Mortgagee, evidenced by Promissory Notes or other instruments referred to herein, and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Debtor by Mortgagee, to be evidenced by Promissory Notes or other instruments referred to herein, and all renewals or extensions thereof, and (3) all other indebtedness of Debtor to Mortgagee, now due or to become due or hereafter contracted pursuant to any of the instruments referred to herein as being secured hereby, the maximum principal amount of all existing indebtedness, future advances and all other indebtedness outstanding at any one time not to exceed the total sum specified herein, with interest thereon, attorney's fees and costs;

IT IS UNDERSTOOD AND AGREED that all advances heretofore, now and hereafter made by Mortgagee to Debtor, and all indebtedness now and hereafter owed by Debtor to Mortgagee, and any other present or future indebtedness or liability of Debtor to Mortgagee (all pursuant to any of the instruments referred to herein as being secured hereby), whether as principal debtor, surety, guarantor, endorser or otherwise, will be secured by this instrument until it is satisfied of record.

at the written request of Mortgagors and/or Debtor, will satisfy this Mortgage whenever (pursuant to any of the instruments referred to herein as being secured hereby): (1) Debtor owes no indebtedness to Mortgagee, (2) Debtor has no liability to Mortgagee, and (3) Mortgagee has not agreed to make any further advance or advances to Debtor; and also in consideration of the further sum of Three (\$3.00) Dollars to Mortgagors in hand well and truly paid by Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the undersigned Mortgagors have granted, bargained, sold and released unto Mortgagee, its successors and assigns:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the southeasterly side of Briar Creek Road, near the City of Greenville, S.C., and being known and designated as Lot No. 97 on plat entitled "Map No. 5, Sugar Creek", as recorded in the RMC Office for Greenville County, S.C., in Plat Book 6-H, at Page 2, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Briar Creek Road, said pin being the joint front

OCCI

JN24 82

1563