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MORTGAGE OF REAL ESTATE-Prepared by WILKINS & WILKINS, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

REFNY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

36P 1 2 13 PM

TO THE POST OF THE PROPERTY OF THE PARTY OF

WHEREAS, SECURITY FORCES, INC. R.M.C. LASLE

(hereinalter referred to as Mortgagor) is well and truly indebted unto NCNB NATIONAL BANK OF NORTH CAROLINA 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 THREE HUNDRED THOUSAND and 00/100------

_____ Dollars (\$ 300,000.00) due and payable

according to the terms of the promissory note of even date

with interest thereon from

at the rate of

per centum per annum, to be paid:

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

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 scaling 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, the Mortgagee's heirs, 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

ALL that certain piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, on the westerly side of Lavinia Avenue, being shown and designated as Lot No. 10, of Rowley Place, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Lavinia Avenue 310 feet from the intersection of Lavinia Avenue and North Street, and running thence S. 76-30 W. 180 feet to an iron pin on Glover Street; thence with Glover Street N. 21-45 W. 60 feet to an iron pin on line of Lot No. 11; thence with line of Lot No. 11, N. 76-30 E. 180 feet to an iron pin on Lavinia Avenue; thence with the westerly side of Lavinia Avenue, S. 21-45 E. 60 feet to the point of BEGINNING.

ALSO: ALL that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being designated as Lot No. 11 of Lavinia Avenue, according to a plat recorded in the RMC Office for Greenville County in Plat Book "C" at page 5, and having the following metes and bounds, to-wit:

BEGINNING at a stake on Lavinia Avenue, corner of Lot No. 10, and running thence along Lavinia Avenue, N. 21-45 W. 60 feet to a stake at the corner of Lot No. 12; thence S. 76-30 W. 180 feet to a stake on Glover Street, S. 21-45 E. 60 feet to a stake, corner of Lot No. 10; thence N. 76-30 E. 180 feet to the point of BEGINNING.

THIS is the same property conveyed to the mortgagor by Academy, Inc. by deed of even date herewith to be recorded.

MORTGAGEE'S ADDRESS: P.O. Box 120, Charlotte, NC 28255

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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.

The Mortgagor covenants that is 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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