STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL PROPERTY

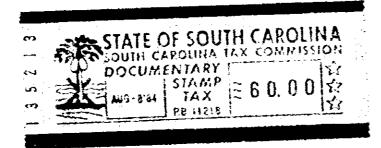
WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated July 23, 1984 ..., to Mortgagee for the principal amount of TWO HUNDRED THOUSAND (\$200,000.00) Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and having, according to a plat prepared of said property by Freeland and Associates, February 6, 1978, the following metes and bounds, to-wit:

BEGINNING at a new iron pin in line of property known as Washington Heights Subdivision, which point is 36 feet south of an old iron pin on the edge of Washington Loop Road, and running thence S. 9-10 E. 574.88 feet to a point in or near the center of Southern Railway railroad track; thence running with said track N. 83-19 W. 47 feet to a point in or near the center of said track; thence continuing with said track N. 80-42 W. 98 feet to a point in or near the center of said track; thence continuing with said track N. 76-07 W. 202 feet to a point in or near the center of said track; thence N. 52-16 W. 254.7 feet to a point; thence N. 77-13 W. 275.65 feet to a point; thence N. 5-35 E. 137.3 feet to a point; thence N. 78-30 E. 720 feet to a new iron pin, the point of beginning.

Being the same property conveyed to the Mortgagor by deed of HJV Corporation dated February 7, 1978, recorded February 8, 1978, in the RMC Office for Greenville County in Deed Book 1073 at Page 394.



TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted