STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FHEE TO ALL WHOM THESE TRESENTS MAY CONCERN:

WHEREAS, Allied Enterprises of Greenville, Inc.

thereinafter referred to as Mortgagor) is well and truly indebted unto Greenville Educators Federal Credit Union

(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

Twenty-Two Thousand and no/100ths ----- Dollars (\$ 22,000.00) due and payal

according to the terms and conditions of that promissory note of Mae B. Bentley and a Consent to Pledge dated concurrently herewith and incorporated herein by reference.

ABORGEORGEOGRAPH

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

ALL of that certain lot of land lying in the State of South Carolina, County of Greenville on the eastern side of Beatrice Street being the northern 60 feet of a lot shown on the Greenville County Tax Maps as Lot 7A, Block 12, on Sheet 228, and being further described as follows:

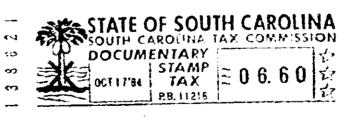
BEGINNING at an iron pin on the eastern side of Beatrice Street at the joint corner of the within described property and property now or formerly owned by Madden; thence with the Madden line N. 67-48 E. 117 feet to an iron pin; thence S. 21-55 E. 60 feet to an iron pin; thence S. 67-48 W. 117 feet with the line of Earl K. Bentley to an iron pin on the eastern side of Beatrice Street; thence with Beatrice Street, N. 21-55 W. 60 feet to the beginning corner.

This is the identical property conveyed to Allied Enterprises of Greenville, Inc. by deed from Patsy M. Bentley, recorded in the R.M.C. Office for Greenville County in Deed Book 976 at page 892.

Mostgagee Address:

P.O. Box 8611 Station A Greenville, SC 29609

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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 it is lawfully seized of the premises hereinabove described in the 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.