MORTGAGE OF REAL ESTATE - Law Offices of Thomas C. Brissey, P. A.,
GREENVILLE, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1381 PAGE 762

71 PAGE 204

WHEREAS, Buxton Development Corporation

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Bank and Trust

(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 Thousand and No/100 ($20,000.00)---------- Dollars ($ 20,000.00) due and payable according to the terms thereof, with interest thereon from date at the rate specified therein, said principal and interest being payable at the office of Mortgagee in Greenville, S. C., or at such other place as the holder of the note may designate in writing from time to time, the Mortgagor, for and in consideration of the said debt and for better securing the payment thereof to the Mortgagee, according to the terms thereof, and also in consideration of the further sum of Three Dollars ($3.00) to the Mortgagor in hand well and truly paid at and before the sealing 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, forever, the following described property:

This being the same property conveyed unto the Mortgagor by deed from First Piedmont Bank and Trust recorded October 28, 1976.

The address of the Mortgagee is: 140 North Main Street, Greenville, S. C.

This mortgage is subordinate and subject to that certain mortgage given to First Piedmont Bank and Trust in the amount of $56,800.00 to be recorded of even date.

Satisfied
First Federal Savings
Bank

JUL 18 1980

WILKINS & WILKINS ATTYS.

16-17

Pay mortgage as filed and satisfied this 14th day of July, 1980
First Citizens Bank & Trust Company
Successor to the within mortgagee
By: [signature] U.P.
Vice President

Witness:
[signature]

Together with all and singular rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, and all 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 such fixtures and equipment, other than the mobile home 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

4328 RV.2