LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA MORTGAGE OF REAL ESTATE MORTCAGE OF REAL ESTATE STATE OF SOUTH CAROLINA GREENVILLE COUNTY OF TO ALL WHOM THESE PRESENTS MAY CONCERNI Stoneledge, Inc. R.H.C. Stoneledge, Inc. R.H.C. 72 1168 24 WILEREAS, 201 (hereinafter referred to as Mortgagor) is well and truly indebted unto First Citizens Bank and Trust Company (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 Fifty Thousand and 00/100----------Dollars (\$ 50,000.00 ) due and payable nine (9) months from date with interest paid quarterly at the rate of fifteen (15%) percent per annum. 3

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.

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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.