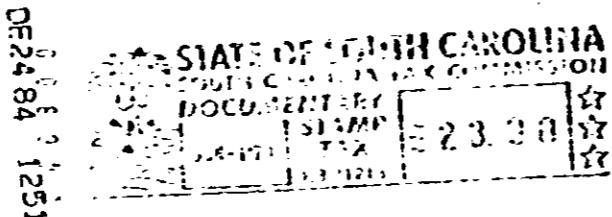


Mortgagee's Mailing Address: c/o Charles K. Price
STATE OF SOUTH CAROLINA GREENVILLE CO. S.C. 45 Trentwood, Holly Tree
COUNTY OF Greenville JUN 1 301 PH '79 Simpsonville, S. C. 29681
MORTGAGE OF REAL ESTATE VA 1468 PAGE 741
DONNIE S. TANKERSLEY TO WHOM THESE PRESENTS MAY CONCERN:
R.M.C. BOOK 87 PAGE 752

WHEREAS, Sunbelt Properties, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bertha A. O'Brien and
Charles K. Price,

(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 No/100
Fifty-seven Thousand Four Hundred Eighty & Dollars 57,480.00 due and payable
in accordance with the terms of said note;



18928

PAID AND SATISFIED IN FULL
THIS 14th DAY OF DECEMBER, 1984.

Charles K. Price
Bertha A. O'Brien
WITNESS:
Barbara M. Harvey
Marilyn Durand

FILED
GREENVILLE CO. S.C.
Dec 24 10 41 AM '84
DONNIE S. TANKERSLEY
R.M.C.

Together with all and singular rights, members, hereditaments, and appurteances to the same belonging in any way incident or appertaining, and of 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 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 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.