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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY

STATE OF SOUTH CAROLINA)

R.M.C.

COUNTY OF ANDERSON )

SS:

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GLEN D. DODD, of *Rt. 4 Box 2588 Easley, S.C. 29640*  
and SIDNEY D. FREEMAN, of *Rt. 1 Piedmont, S.C. 29673*

hereinafter called "Mortgagor," stands firmly held, bound and indebted unto COMMERCIAL CREDIT BUSINESS LOANS, INC., a corporation organized and having its existence pursuant to the laws of the State of Delaware, with a place of business in Charlotte, North Carolina, hereinafter called "Mortgagee,"

NOW, KNOW ALL MEN, That Mortgagor, for and in consideration of advances made by Mortgagee to Travelier Industries, Inc., a South Carolina corporation of Greenville, South Carolina, wholly-owned by Mortgagor, and D & H Sales Co., Inc., a South Carolina corporation of Greenville, South Carolina, eighty (80%) per cent owned by Mortgagor, and for the better securing of the payment of the Mortgagor's guaranty of all obligations of said Travelier Industries, Inc. and D & H Sales Co., Inc., and the performance and observance by Mortgagor of all of the terms, covenants and conditions contained in this Mortgage of Real Estate, and in consideration of the further sum of Ten Dollars (\$10.00), in hand and well and truly paid by Mortgagor unto Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by Mortgagor, and as additional collateral security for the payment and performance of any indebtedness, obligations, contracts, writings or notes, now or hereafter made and now due or to become due, of Mortgagor to Mortgagee, Mortgagor has granted, bargained, sold, conveyed, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, convey, alien, enfeoff, release and confirm unto Mortgagee, its successors and assigns, and gives and agrees that Mortgagee has a security interest in the real property more particularly described on Exhibit "A", attached hereto and made a part hereof.

TOGETHER with all and singular buildings, improvements, hereditaments and appurtenances whatsoever, unto any and every of said premises and estates hereby granted and conveyed, belonging and appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estates, right, title, interest, possession, claim and demand of every nature and kind whatsoever, of Mortgagor, as well at law as in equity of, and to the same;

TOGETHER with the plants, buildings, structures, improvements and fixtures, located or installed on said premises at any time, all of said property, whether real or mixed, being hereinafter referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD all and singular the said Mortgaged Property unto Mortgagee, its successors and assigns, to and for the only proper use and benefit of Mortgagee, its successors and assigns, forever.