REGULATION NO. 22 COMPLIED WITH	?
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REAL ESTATE MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BRENT CORPORATION, a South Carolina corporation, SENDS GREETINGS:

WHEREAS, the said Brent Corporation, hereinafter called Mortgagor, in and by that certain Note or obligation bearing even date herewith, stands indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of Three Hundred Seventy Thousand and No/100 (\$370,000.00) Dollars, with interest thereon payable at a rate equal to two (2%) per cent above the prime rate of Wortgagee, adjusted monthly, with a minimum of 5 3/4% and a maximum of 9 3/4%, interest on the outstanding balance payable on the first day of each calendar quarter, principal to be paid in installments related to the timing of salescof certain parcels of real property by Mortgagor and the specific location of said parcels, as hereinafter provided; full outstanding principal balance and all accrued interest to be payable on demand of Mortgagee at any time after the expiration of a four (4) year period beginning on the date of said Note. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the same rate as principal; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

All that piece, parcel or lot of land with improvements thereon, described in Exhibit "A"; attached hereto and made a part hereof.

TOGETHER, with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH

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