BOOK 1283 PAGE 641

THIS MORTGAGE is made this 6th day of July between the Mortgagor, Richard E. Arnold, Charles L., Larsen and Earl D. Pelfrey (herein "Borrower"), and the Mortgagee, South Carolina National Bank a corporation organized and existing under the laws of South Carolina, whose address is P.O. Drawer 969, Greenville, S. C. 29602 (herein "Lender"). WHEREAS, Borrower is indebted to Lender in the principal sum of ... Eighty-Nine Thousand and No/100 (\$89,000.00) Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for manual installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ... the 6th day of January, 1974 ; payments may be anticipated at any time without penalty. To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns South Carolina: All that certain piece, parcel or lot of land, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot 79 on plat of Windsor Park, which plat is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book RR at Page 25, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the easterly side of Swinton Drive at the joint front corner of Lots 78 and 79 and running thence along Swinton Drive, S. 30-15 E. 120 feet to an iron pin at the joint corner with lot 80; thence along the line of lot 80, N. 59-45 E. 92.3 feet to an iron pin; thence N. 6-20 W. 131.3 feet to an iron pin at the joint rear corner of lots 78 and 79; thence along the line of lot 78, S. 59-45 W. 145.6 feet to arriven pin, the point of beginning.

ALSO: All that certain piece, parcel or lot of land situate, lying and being on the north-easterly side of Brook Forest Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 94, Section 3 as shown on a plat entitled "Woodfields" prepared by T. M. Welborn, dated May, 1949 and recorded in the R. M. C. Office for Greenville County in Plat Book P at Page 139 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northeasterly side of Brook Forest Drive at the joint front corner of lots nos. 93 and 94 and running thence with the line of lot 93, N. 38-20 E. 160 feet to an iron pin; thence S. 51-40 E. 85 feet to an iron pin at the joint rear corner of lots nos. 94 and 95; thence with the line of lot 95, S. 38-20 W. 160 feet to an iron pin on the northeasterly side of Brook Forest Drive; thence with the northeasterly side of Brook Forest Drive, N. 51-40 W. 85 feet to the point of beginning.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Amy Lane (formerly Braddock Street) and being known and designated as Lot No. 204, Section 6 of the Colonial Hills Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book WWW at Page 13, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northern side of Amy Lane

(continued on additional page)

To Have and to Hold unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Londer covenant and agree as follows:

^{1.} Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.