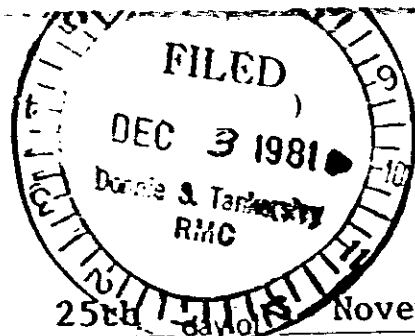


State of South Carolina

County of ANDERSON



BOOK 611 PAGE 669

Mortgage of Real Estate

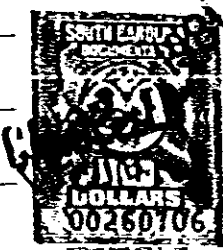
Return to  
Richard Ruble  
Attorney at Law  
P. O. Box 107  
Anderson, S. C. 29621

THIS MORTGAGE made this 25th day of November, 1981 BOOK 1559 PAGE 13

by DAVID SMITH BUILDERS, INC., A South Carolina Corporation

(hereinafter referred to as "Mortgagor") and given to Capital Bank and Trust Company

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 485, Piedmont,  
South Carolina 29673



WITNESSETH

THAT WHEREAS David Smith Builders, Inc., A South Carolina Corporation, is indebted to Mortgagee in the maximum principal sum of Twenty-five Thousand and no/100----- Dollars (\$ 25,000.00 ), which indebtedness is evidenced by the Note of David Smith Builders, Inc. of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is 24 months after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof, and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ N/A plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL those certain pieces, parcels or lots of land, situate, lying and being in the County of Anderson, State of South Carolina, being more particularly shown and designated as Lots Numbers One (1) and Two (2) on a plat entitled Spearman Heights, and recorded in the Office of the Clerk of Court for Anderson County, South Carolina in Plat Book 55 at page 147, and each lot having the courses and distances, metes and bounds as upon said plat appear, which plat is incorporated herein by reference thereto and made a part hereof.

The above two described lots or parcels of land are a portion of the property conveyed unto David Smith Builders, Inc., by deed of Paul A. Stewart and Angela Stewart, dated April 25, 1977 and recorded in the aforesaid Clerk's Office in Deed Book 18-M at page 219.

The above two lots are subject to restrictions of record in the aforesaid Clerk's office in Deed Book 13-W at page 119, and are also subject to any and all recorded and unrecorded rights-of-way, easements, conditions and restrictions, and to any applicable zoning regulations, affecting said property and are subject to any of the foregoing as might appear from the plat and/or an inspection of the premises.

ALSO,

ALL that piece, parcel or lot of land lying and being in the County of Anderson, State of South Carolina, known and designated as Lot Number Thirty-seven (37) on plat of Spearman Heights, said plat being recorded in the Office of the Clerk of Court for Anderson County, South Carolina in Plat Book 55, at page 147, and having the metes, bounds, courses and distances as appear upon said plat, which is incorporated herein by reference thereto and made a part hereof.

This is the identical lot or parcel of land conveyed unto David Smith Builders, Inc., by deed of Ella D. Bolden dated September 29, 1977 and recorded in the aforesaid Clerk's Office in Deed Book 18-P at page 206.

The above lot is subject to a right-of-way to Duke Power Company of TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto, all improvements now or hereafter situated thereon, and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).

(See Attached Schedule "A" for continuation of property description)

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