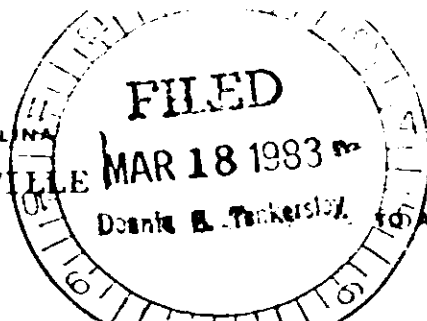


STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE



PLEASE MAIL: EDWARDS, DUGGAN & REESE, P.A.  
P. O. Box 569  
Greer, SC 29652

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN, BOOK 1598 PAGE 485

WHEREAS, B S & L LAND PARTNERSHIP

(hereinafter referred to as Mortgagor) is well and truly indebted unto CLYDE H. SNELL AND IRENE E. SNELL

(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 Thirty-Two Thousand and no/100ths ----- Dollars (\$ 32,000.00) due and payable

in 60 monthly installments of \$761.13 per month beginning thirty days from date

with interest thereon from date at the rate of fifteen (15%) per centum per annum, to be paid monthly until paid in full

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

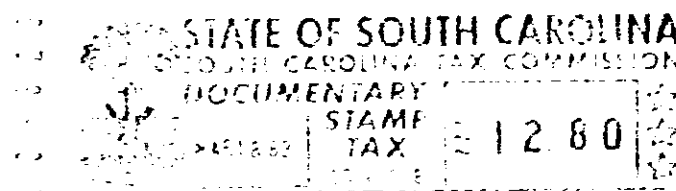
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, lying and being on the northern side of S.C. Highway No. 110, adjoining the City of Greer, containing 0.998 acres as shown on a plat entitled "Property of Paul W. Peeples", dated December 22, 1978, prepared by Freeland & Associates, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 6-Y at Page 41, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of S.C. Highway No. 110 at the joint front corner of property herein conveyed and property of Paul W. Peeples and running thence with the line of property of Paul W. Peeples, N.7-35 E.220.66 feet to an iron pin in the line of property of Paul W. Peeples; thence with the line of property of Paul W. Peeples S.75-35 E. 161.71 feet to an iron pin in the line of property now or formerly of Donald W. Owens; thence with the line of said Owens property, S.7-35 W. 320.66 feet to an iron pin on the northern side of S.C. Highway No. 110, thence with said S.C. Highway No. 110, N.45-49 W. 200 feet to the point of beginning.

This is the same piece and parcel of land conveyed to BS&L Land Partnership by deed dated December 28, 1978 and recorded in the R.M.C. Office for Greenville County in Book 1094 at Page 509.

THIS mortgage is junior in priority to that certain note and mortgage from BS&L Land Partnership to Shenandoah Life in the original amount of \$225,000.00 recorded in the R.M.C. Office of Greenville County in Book 1470 at Page 236; and junior to that certain note and mortgage from BS&L Land Partnership to The Citizens and Southern National Bank of South Carolina in the original amount of \$85,000.00, dated 11-3-80, recorded in the Greenville County R.M.C. Office in Book 1523 at Page 201.



Together with all and singular rights, members, hereditaments, and appurtenances 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.

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