STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERNI

or 3 + 3 + 4 + 9 + 1WHEREAS. PALMETTO CONVALESCENT CENTER, INC.

(hereinafter referred to as Mortgagor) is well and truly fadebted unto C & H ENTERPRISES, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even data berewith, the terms of which are incorporated herein by reference, in the sum of Two Hundred Thousand and No/100-----

-----Dollars (\$ 200,000.00) due and payable

according to the terms of the Note of even date executed simultaneously herewith

with interest thereon from

date

at the rate of ten (10%) er centum per annum, to be paid: monthly.

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,

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled "Survey for Palmetto Convalescent Center, Inc. dated August 18, 1983, prepared by C. O. Riddle, Registered Licensed Surveyor, containing 1.27 Acres, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Frontage Road for U.S. Highway 276 at its intersection with West Curtis Street, and running thence with the intersection of said Frontage Road and West Curtis Street the chord of which is N. 13-32-16 E. 63.79 feet to an iron pin; running thence N. 26-05-54 W. 13 feet to an iron pin on the southern side of West Curtis Street; running thence with the southern side of West Curtis Street N. 63-54-06 E. 249.85 feet to an iron pin at the corner of property of Elizabeth Moore; running thence with the line of property of Elizabeth Moore S. 24-35 E. 229.47 feet to a point in the center of a branch passing an iron pin 8 feet on the bank; and running thence with the center of the branch as the property line, the traverse lines of which are as follows: S. 83-22 W. 49.59 feet to a point; S. 0-42 W. 20.95 feet to a point; S. 61-37 W. 24.68 feet to a point; N. 88-56 W. 28.77 feet to a point; S. 71-04 W. 32.47 feet to a point; N. 59-59 W. 23.75 feet to a point; S. 63-04 W. 32.11 feet to a point; N. 73-09 W. 40.23 feet to a point at a pipe; thence along the center of said pipe S. 56-13-27 W. 50 feet to an iron pin on the eastern side of said Frontage Road; thence with the eastern side of said Frontage Road N. 36-49-33 W. 115.28 feet to the POINT OF BEGINNING.

This is the identical property conveyed to the Mortgagor herein by the Mortgagee herein by deed of even date to be recorded simultaneously herewith.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 raid 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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