

TO SECURE to Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, and (b) the repayment of any future advances, with interest thereon, made to Mortgagor by Mortgagee pursuant to the terms hereof, or of the Loan Agreement, Mortgagor does hereby mortgage, grant and convey to Mortgagee and Mortgagee's successors and assigns the following described real property located in the County of Greenville, State of South Carolina:

Situated in the County of Greenville, State of South Carolina, and more particularly described as follows:

BEGINNING at a point, said point being the intersection of the center line of East Laurel Creek and the northerly margin of Halton Road, said point also being located 755.00 feet, more or less, in an easterly direction from Haywood Road, and running thence with East Laurel Creek the following courses and distances: (1) N. 16-05 E. 113.21 feet to a point; (2) N. 27-24 E. 44.29 feet to a point; (3) N. 12-59 E. 134.23 feet to a point; (4) N. 06-01 E. 125.44 feet to a point; (5) N. 00-30 E. 72.97 feet to a point; (6) N. 01-30 E. 115.12 feet to a point; (7) N. 03-03 E. 110.25 feet to a point; (8) N. 15-36 E. 84.60 feet to a point; (9) N. 13-11 W. 64.19 feet to a point; (10) N. 13-11 E. 83.55 feet to a point; (11) N. 00-07 E. 217.47 feet to a point; (12) N. 09-12 W. 70.13 feet to a point; (13) N. 22-33 W. 94.55 feet to a point in East Laurel Creek, said point also being in the line of W.W. Goldsmith and W.R. Timmons, Jr. N/F; thence leaving the line of said Creek and running with the line of said Goldsmith and Timmons S. 68-52 E. 977.60 feet to a point in the line of Green Properties, et al; thence running with the line of Green Properties, et al S. 10-45 W. 702.00 feet to a point in the northerly margin of Halton Road; thence running with the northerly margin of Halton Road the following courses and distances: (1) S. 83-59 W. 171.42 feet to a point; (2) S. 83-14 W. 50.81 feet to a point; (3) S. 81-30 W. 51.20 feet to a point; (4) S. 79-51 W. 51.26 feet to a point; (5) S. 77-48 W. 51.22 feet to a point; (6) S. 76-13 W. 51.20 feet to a point; (7) S. 74-21 W. 51.20 feet to a point; (8) S. 72-42 W. 51.11 feet to a point; (9) S. 71-11 W. 51.20 feet to a point; (10) S. 69-15 W. 51.38 feet to a point; (11) S. 67-13 W. 50.92 feet to a point; (12) S. 66-39 W. 210.37 feet to a point; (13) S. 68-13 W. 39.57 feet to a point; (14) S. 72-46 W. 46.92 feet to the point or place of BEGINNING, and being 20.00 acres as shown on the survey of James R. Freeland, RLS, dated October 18, 1984 for Charter Properties, Inc.

together with improvements, equipment, and fixtures now or hereafter attached to or used in connection with the premises (hereinafter collectively referred to as "Premises").

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, together with all improvements now or hereafter erected on the property. Mortgagor covenants with