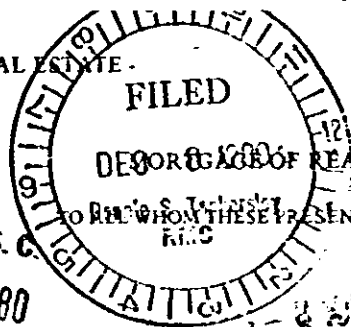


1273

MORTGAGE OF REAL ESTATE

and

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1498 PAGE 325

DEED OF REAL ESTATE

TO WHOM THESE PRESENTS MAY CONCERN

CAPITAL BANK AND TRUST COMPANY
PAID AND SATISFIED IN FULL
Dec 3 1980

MAR 23 1 14 PM '80

WHEREAS, Benny Nasser HERSLEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto a South Carolina banking corporation

Capital Bank and Trust Company,

(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 Forty thousand dollars and no/100 (\$40,000.00)

Dollars (\$) due and payable

as set out in said note, with the entire amount of unpaid principal and interest, if not paid sooner, due and payable on July 10, 1985. Interest rate 14.50 per centum per annum.

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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, in School District No. 110, Oaklawn Township, being shown and designated as 1.41 acres, more or less, according to a survey prepared by John C. Smith, RLS, dated July 14, 1967, recorded in the RMC Office for Greenville County in Plat Book 7-W at Page 24 and having, according to said plat, such metes and bounds as are more fully shown thereon.

This being the same property conveyed to mortgagor herein by deed of Marion Harris dated February 29, 1980, recorded in Book 1122

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