

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Mortgage." This document, which is dated February 28, 1984, will be called the "Mortgage."

(B) "Borrower." Billy Kelly
will sometimes be called "Borrower" and sometimes simply "I."
Borrower's address is: P.O. Box 1212, Greer, S.C. 29652

(C) "Lender." BANK OF GREER will be called "Lender." Lender is a corporation or association which was formed and which exists under the law of the State of South Carolina.
Lender's address is: POST OFFICE DRAWER 708, Main Office: GREER, SOUTH CAROLINA 29651.

(D) "Note." The note signed by Borrower and dated February 28, 1984, will be called the "Note." The Note shows that I owe Lender Twenty-Five Thousand and No/100 Dollars (\$25,000.00) plus interest, which I have promised to pay in annual payments of principal and interest and to pay in full by July 10, 1989.

(E) "Property." The property that is described below in the section titled "Description Of The Property," will be called the "Property."

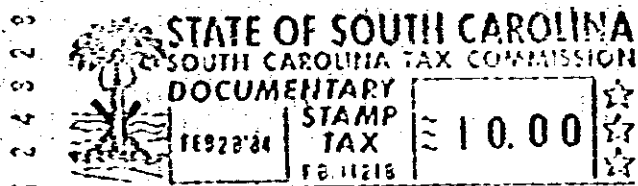
DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (I) below:

(A) The property which is located at 12 acres off Brushy Creek Road,
Greer, South Carolina
(City) (State and Zip Code)

This property is in Greenville County in the State of South Carolina. It has the following legal description.

See attached Schedule A for a more complete property description.



Sheet 535.1, Block 1, Lot 20.0.0.1

(B) All buildings and other improvements that are located on the property described in Paragraph (A) of this section;
(C) All rights in other property that I have as owner of the property described in Paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";

(D) All rents or royalties from the property described in Paragraph (A) of this section;
(E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in Paragraph (A) of this section;

(F) All rights that I have in the land which lies in the streets or roads in front of, adjacent, or next to, the property described in Paragraph (A) of this section;

(G) All fixtures that are now or in the future will be on the property described in Paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions, that under the law are "consumer goods" and that I acquire more than ten days after the date of the Note. As a general rule, fixtures are items that are physically attached to buildings, such as hot water heaters and furnaces;

(H) All of the rights and property described in Paragraphs (B) through (F) of this section that I acquire in the future;
(I) All replacements of or additions to the property described in Paragraphs (B) through (F) and Paragraph (H) of this section;

To have and to hold, all and singular the Property to the Lender, its successors and assigns forever.

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender subject to the terms of this Mortgage. This means that, by signing this Mortgage, I am giving Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Mortgage, to protect the value of the Property and Lender's rights in the Property.
- (C) Pay, with interest, any other amounts that Lender lends to me as Future Advances under Paragraph 15 below; and
- (D) Keep all of my other promises and agreements under this Mortgage.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except as otherwise stated in this Mortgage.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

In the event I fail to defend my ownership of the Property, I agree to reimburse the Mortgagee for any and all expenses, including attorneys fees and Court costs, incurred by the Mortgagee in defending the Property.

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS

I will promptly pay to Lender when due: principal and interest under the Note; late charges as stated in the Note; and principal and interest on Future Advances that I may receive under Paragraph 15 below.

2. BORROWER'S OBLIGATION TO PAY TAXES AND INSURANCE

(A) Taxes: I will pay all the taxes, assessments (public and private), sewer rents, water rates and other governmental or municipal charges, fines or impositions on the Property upon or before the date they are due. I will show Lender receipts for payment of such charges within then (10) days after Lender requests them.

(B) Insurance: For the Lender's benefit, I will keep the buildings and fixtures on the Property insured in such amount