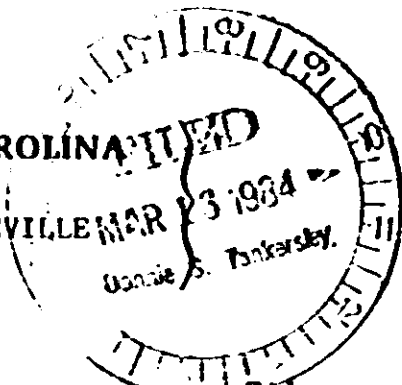


STATE OF SOUTH CAROLINA
COUNTY OF

GREENVILLE



**MORTGAGE
OF
REAL PROPERTY**

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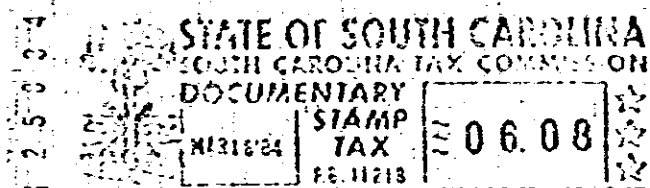
THIS MORTGAGE, executed the 7th day of March, 1984, by James M. Nelson and Jean H. Nelson (hereinafter referred to as "Mortgagor") to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is P.O. Box 485, Piedmont, SC 29673.

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated March 7, 1984, to Mortgagee for the principal amount of Fifteen Thousand One Hundred Sixty & 00/100 Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

All that piece, parcel or lot of land with the improvements thereon, situate, lying and being in the Piedmont Manufacturing Company Village in or near the Town of Piedmont, Greenville County, South Carolina, and being more particularly described as Lot Number 96, Section No. 3 as shown on a plat entitled Property of Piedmont Manufacturing Co., Greenville, made by Dalton & Neeves, February 1950; Sections 3 and 4 of said plat are recorded in the RMC Office for Greenville County in Plat Book Y at Pages 2-5 inclusive and pages 6-9 inclusive, respectively. According to said plat, the within described lot is known as No. 19 Spring Street and fronts thereon 95 feet.

This is the identical property conveyed to Frank Howard by deed of James D. Dobbins as recorded in Deed Book 494 at Page 457 on February 24, 1954. And this being the same property conveyed unto mortgagors herein by deed of Frank Howard by deed dated August 4, 1981, recorded in the RMC Office for Greenville County, S.C., on August 10, 1981, in Deed Book 1153 at Page 276.



TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted