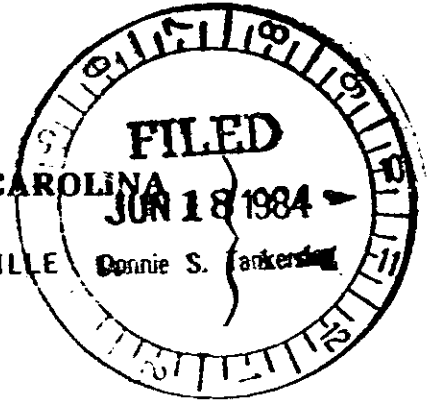


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



**MORTGAGE
OF
REAL PROPERTY**

THIS MORTGAGE, executed the 31 day of May, 1984, by
PINKNEY, E., BARNETTE, JR., & LESTER BARNETTE (hereinafter referred to as "Mortgagor")
to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is
P. O. Box 8045, Piedmont, S. C. 29673

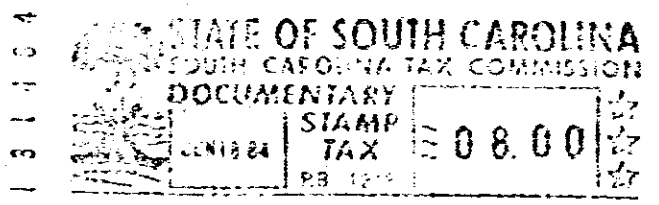
WITNESSETH:

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 May 31, 1984 to Mortgagee for the principal amount of Twenty Thousand and 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 according to a plat by Carolina Surveying Company on June 8, 1976 for Robert H. Keeler excepting 1.47 acres more or less being simultaneously deeded to Melvin B. Keeler on the eastern portion of said property. THEREFORE, this deed is intended to include seven (7) acres more or less and;

BEGINNING on a County Road approximately 815 feet east northeast of South Carolina Highway 20, at the corner of the property being conveyed to Melvin B. Keeler and running with the center line of the County Road, S. 66-15 W. 764 feet to the center line of the P & N Railroad; thence with the center line of said Railroad, N. 5-45 E. 989 feet; thence leaving said R.R., N. 64-02 E. 39 feet; thence running S. 83-43 E. 164.9 feet; thence with property n/f Rachel Louise Kelly, S. 13-55 E. 186.1 feet more or less; thence continuing with property presently being conveyed unto Melvin B. Keeler, S. 68-30 E. 108.1 feet; thence with the same property, S. 28-40 E. 475.5 feet; thence with the same property, N. 66-15 E. 109.9 feet; thence with the same property, S. 38-46 E. 130 feet to the beginning corner in the Center of Rehobeth Church Road.

✓ This being the same property conveyed by deed from Robert H. Keeler unto Pinkney E. Barnett, Jr. and Lester Barnette, by deed recorded in the RMC Office for Greenville County, S. C. in Deed Book 1215 at Page 111, recorded the 18 day of June, 1984.



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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

