MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

LAW OFFICES OF LATHAN, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA
WILLIAM SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA
WORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERNS

WHEREAS, Tri-Capital, a General Partnership

(hereinaster referred to as Mortgagor) is well and truly indebted unto T. Walter Brashier

(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 One Hundred Thirty Thousand and No/100-----

Dollars (\$ 130,000.00 ) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

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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 Mortgagoe 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, the Mortgagee's heirs, 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.

ALL that certain piece, parcal or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing 7.84 acres, more or less, as shown particularly shown on plat entitled "Tri-Capital Partnership", dated June, 1984, prepared by W. R. Williams, Jr., Engineer/Surveyor, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap located at the center of Capewood Road near the intersection of Capewood Road and U. S. Highway 276 and running thence S.43-37 E. 246.1 feet to an iron pin; thence turning and running N.56-33 E. 176 feet to a nail and cap located in the right of way of U. S. Highway 276; thence turning and running S.33-27 E. 594.56 feet to a nail and cap located on a bridge in the right of way of U. S. Highway 276; running thence with the center of a unnamed road, S.76-43 W. 188.82 feet, S.83-47 W. 307.09 feet, N.87-22 W. 472.06 feet to a point in the center of the right of way of Capewood Road; thence following the center line of Capewood Road, N.46-39 E. 94.64 feet, N.37-56 E. 100 feet, N.27-44 E. 100 feet, N.23-34 E. 100 feet, N.18-41 E. 100 feet, N.17-28 E. 223.53 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagor herein by deed of T. Walter Brashier recorded in the RMC Office for Greenville County of even date herewith.

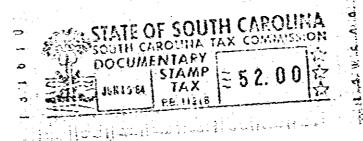
THE mailing address of the Mortgagee herein is: 850 Wade Hampton Boulevard
Greenville, South Carolina 29609

UPON the payment of \$60,000.00 by the Mortgagor, the Mortgagee hereby agrees to release either Tract 1, Tracts 2 and 3, or Tract 4 at the option of the Mortgagor. All monies previously paid will be applied to the release.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.