Mortgagee's Address: c/o Robert McGinnis
Long Bey Estates
Wyfte Beech Sc. 29577

MORTGAGE OF REAL ESTATE—Form Prepared by Hayrasworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

The State of South Carolina,

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County of GREENVILLE

To All Whom These Presents May Concern: GREENVILLE AUTO LEASING, INC.

SENDS GREETING:

Whereas,

, the said GREENVILLE AUTO LEASING, INC.

in and by its

certain promissory

note in writing, of even date with these

presents, is well and truly indebted to BOB McGINNIS MUSIC CO., INC., and Robert J. McGinnis as Liquidating Trustee and Sole Shareholder of Bob McGinnis Music Co., Inc.,

in the full and just sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars-----

, to be paid as shown on Note executed simultaneously herewith

, with interest thereon from as shown on said note

at the rate of

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per centum per annum, to be computed and paid as shown on said note

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgager promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That

, the said Greenville Auto Leasing, Inc.

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Bob McGinnis Music Liquidating Trustee and Sole Shareholder of

Co., Inc., and Robert J. McGinnis as/

Bob McGinnis Music Co., Inc. according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to

, the said Greenville Auto Leasing, Inc.

, in hand well and truly paid by the said Bob McGinnis Music Co., Inc. and Robert J. McGinnis as Liquidating Trustee and Sole Shareholder of Bob McGinnis Music Co., Inc.

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, bargain, sell and release unto the said Bob McGinnis Music Co., Inc., and Robert J. McGinnis, as Liquidating Trustee and Sole Shareholder of Bob McGinnis Music Co., Inc., their successors, heirs and assigns, forever, All that piece, parcel or tract of land contining 39,078 square feet, more or less, situate, lying and being on the southern side of Laurens Road, near its intersection with South Fleasantburg Drive, in the County of Greenville, State of South Carolina, being shown and designated on plat entitled "Survey for Bob McGinnis Music Co., Inc.", prepared by Carolina Surveying Co., dated September 19, 1978, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Laurens Road at the joint corner of property herein conveyed and property now or formerly of Phillip Rovner, et al., Trustees, and running thence with the southern side of Laurens

STATE OF SOUTH CAPOLINA DE STAMP E O 6.00 DE CAPOLINA DE COMPANIONE DE

12.32.82.13.

A CONTRACTOR