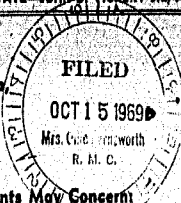


MORTGAGE OF REAL ESTATE—JOHN D. VICKERY JR., ATTORNEY AT LAW, PICKENS, S. C. IM 1-99



The State of South Carolina
COUNTY OF PICKENS
Greenville

To All Whom These Presents May Concern

WE, J. D. VICKERY, JR., JOHN C. COBB AND GLENN HAWKINS
, hereinafter for convenience styled Mortgagor (s)

SEND GREETING:

Whereas, we , the said mortgagor (s)

in and by certain promissory note in writing, of even date with these presents, is (are)

well and truly indebted to LLOYD BREAZEALE
hereinafter called the mortgagee(s), in the full and just sum of

FIFTEEN THOUSAND AND NO/100-----DOLLARS (\$ 15,000.00), to be paid
seven (7) years from date

, with interest thereon from date

at the rate of four percentum per annum, to be computed and paid

annually until paid in full, all interest not paid when due to bear interest at the 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 the 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 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 mortgagor(s) promise 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 we , the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the term of the said note, and also in consideration of the further sum of Three Dollars, to the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Mortgagee (s) his heirs and assigns forever:

ALL that certain piece, parcel or lot of land in Greenville County, State of South Carolina, known as University Park Motel, U. S. Highway 29 North, in the City of Greenville, S. C., on Wade Hampton Blvd, 250 feet frontage--consists of Office Lounge, 2 bedrooms, 1 bath, living quarters, furnace room, laundry room, storage room, swimming pool and 29 rental units, oil heat and air-condition. All their rights to the name of University Park Motel, and all the contents therein contained: Furniture, Linens, Signs, Appliances, Fixtures and Furnishings. This land and property is the same as conveyed to Mortgagors from Everett's Highway Services, Inc.

AGREED and understood that First Federal Savings & Loan Association and Caine Co. hold prior mortgages over these premises--sum total owing both, First Federal Savings & Loan Association and Caine Co. being \$78,700.00.

FURTHER understood and agreed that Obligors have signed or will sign other notes and mortgages on these same premises in addition to First Federal Savings & Loan Association and Caine Co. up to a sum total of \$150,000 (due and payable seven years from date signed) and though signed at different times and put on record at different times each along with others totalling \$150,000 (over and above ones held by First Federal Savings & Loan Association and Caine Co.) shall enjoy equal priority, the same as if each and every one were signed and put on record at the same and identical time.