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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, JIMMY B.

MINYARD, unmarried, and QUALITY CADILLAC-OLDSMOBILE, INC. (formerly
Minyard Cadillac-Oldsmobile, Inc.) a South Carolina Corporation
with its principal office in Greer, South Carolina, (hereinafter
referred to as Mortgagors) SEND GREETING:

WHEREAS, the Mortgagors are well and truly indebted unto NORTH CAROLINA NATIONAK BANK, Tryon, North Carolina and TRYON FEDERAL SAVINGS AND LOAN ASSOCIATION OF TRYON, N.C. (hereinafter referred to as Mortgagees), as evidenced by the Mortgagors' two promissory notes of even date herewith, the terms of which are incorporated herein by reference one note payable to NORTH CAROLINA NATIONAL BANK in the amount of NINETY-FIVE THOUSAND SEVEN HUNDRED AND 00/100-DOLLARS (\$95,700.00) and one note payable to TRYON FEDERAL SAVINGS AND LOAN ASSOCIATION in the amount of ONE HUNDRED SEVEN THOUSAND SEVEN HUNDRED FORTY TWO AND 00/100 DOLLARS (\$107,742.00), making a total indebtedness in the sum of TWO HUNDRED THREE THOUSAND FOUR HUNDRED FORTY-TWO AND 00/100 DOLLARS (\$203,442.00), with interest thereon from date at the rate as specified in said notes, said principal and interest to be repaid as therein stated, and

WHEREAS, the Mortgagors may hereafter become indebted to the said Mortgagees for such further sums as may be advanced to or for the Mortgagors' account for taxes, insurance premiums, public assessments, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagors, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagors may be indebted to the Mortgagees at any time for advances made to or for their account by the Mortgagees, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagors in hand well and truly paid by the Mortgagees at and before the sealing and