Mortgagee's address: PO Box 5340, Greenville, SC 29606 HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRUST., GREENVILLE S.C. 29603

STATE OF SOUTH CABOLINA

MORTGAGE OF REAL ESTATE

| MORTGAGE OF REAL ESTATE COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

BOULEVARD EQUITY COMPANY, a General Partnership-

bereinsfter referred to as Mortgagor) is well and truly indebted unto COMMENITY BANK, Greenville, South Carolina----

(hereinafter referred to as Mortgagese) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Eighty-Five Thousand and No/100-----

Dollars (\$ 85,000.00---) due and payable

as provided for in said Note, with the final payment due June 1, 1983.

with interest thereon from date at the rate of 10%

per centum per annum, to be paid: MOnthly.

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 Mortgagee 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 scaling 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, its successors and assigns:

ALL, that certain piece, parcel or lot of land located, lying and being in the County of Greenville, State of South Carolina, containing 1.19 acres, as shown on plat thereof prepared by Carolina Surveying Co., dated January 31, 1978, recorded in the Greenville County R.M.C. Office in Plat Book 6-T at Page 72, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of the right-of-way of Wade Hampton Boulevard at the intersection of said right-of-way with the right-of-way of Boundary Street and running thence, along the right-of-way of Wade Hampton Boulevard S. 43-00 W., 167.5 feet to a point; thence N. 12-20 W., 393.6 feet to a point; thence N. 72-43 E., 144.85 feet to a point on the western edge of the right-of-way of Boundary Street; thence S. 25-27 E., 66.5 feet to a point; thence S. 7-23 E., 247 feet to a point at the intersection of the right-of-way of Boundary Street with the northwestern edge of the right-of-way of Wade Hampton Boulevard, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Loretta M. Taylor recorded in the Greenville County R.M.C. Office in Deed Book /019 at Page 563 on the 25th day of September, 1978.

This is a second mortgage.

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

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

The Morigagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be beld by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premishs therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby approrize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.