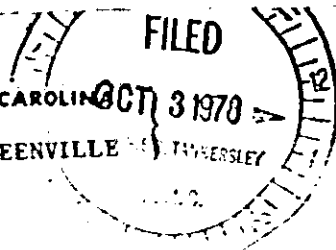


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

BOOK 1446 PAGE 206

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES C. NICHOLS, SR. and TIMOTHY W. REVIS

(hereinafter referred to as Mortgagor) is well and truly indebted unto DONALD R. TRAMMELL 36 Sharon Lake Circle
Greenville, S.C.

(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 TWENTY-SIX THOUSAND AND NO/100 Dollars (\$26,000.00) due and payable

in two annual installments of THIRTEEN THOUSAND AND NO/100 (\$13,000.00) DOLLARS payable on October 1, 1979 and October 1, 1980. By acceptance of this Mortgage, the Mortgagee also agrees to release any one of the houses on the below properties by the payment of the sum of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS by the Mortgagor to the Mortgagee. The Ten Thousand (\$10,000.00) Dollar payment shall be in addition to the sum of Twenty-five Thousand (\$25,000.00) Dollar payment made at closing and the houses above mentioned are expressly the residential homes and not (see with interest thereon from date of the date of NINE (9) per centum per annum, to be paid: ANNUALLY. below)

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 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, its successors and assigns:

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, being known and designated as Lot No. 4 of Property of Mary E. Page, according to a plat prepared by W. J. Riddle, Surveyor, dated May 1948, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at a point on the southern side of Gordon Street, at the corner of Lots 3 and 4, which point is 273.7 feet from the southwestern corner of the intersection of Gordon Street and Washington Avenue; running thence along Gordon Street, South 79-20 West 60 feet to the intersection of Gordon Street with another street unnamed on said plat, which is sometimes known as Link Street; running thence along Link Street, South 19-30 East 151 feet; running thence North 70-28 East 60 feet to the southwestern corner of Lot 3; thence along Lot 3, North 19-50 West 142 feet to the point of BEGINNING. Being that same property conveyed to the Mortgagor(s) herein by deed of Donald R. Trammell, simultaneously recorded herewith.

ALSO: ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being located at the Southwest corner of Gordon Avenue and Link Street and being known as Lot No. 1 according to plat of property of Wilkins Norwood by Piedmont Engineering Service, dated April 11, 1950, recorded in the RMC Office for Greenville County in Plat Book X, page 189, and having according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin at the Southwest intersection of Gordon Avenue and Link Street and running thence along the Southern side of Gordon Avenue South 80-0 West 46.55 feet to an iron pin; thence along the line of Lot No. 2 South 9-44 East 87 feet to an iron pin on the line of Lot No. 3; thence along the line of Lot No. 3 North 75-13 East 63 feet to an iron pin on the Western side of Link Street; thence along the Western side of Link Street North 20-57 West 84.1 feet to an iron pin at the point of BEGINNING. Being that same property conveyed to the Mortgagor(s) herein by deed of Collegiate Import, Ltd., Donald R. Trammell, Owner, simultaneously recorded herewith.

ALSO: ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being located on the Southern side of Gordon Street near the White Horse Road, and being known and designated as a portion of Lot 7 on plat of Property of W.D. Workman made by C.M. Furman, Jr., Eng., on March 24, 1924, recorded in the RMC Office for Greenville, S. C., in Plat Book F, Page 288, and also being known and designated as a portion of Lot 2 according to a plat of property of Wilkins Norwood, dated April 11, 1950 made by Piedmont Engineering Service, which plat is recorded in the RMC Office for Greenville, S.C. in Plat Book X, page 189, said property having the following metes and bounds, to-wit: BEGINNING at an iron pin at a point 46.55 feet from the Southwest intersection of Gordon Street and Link Street, and runs thence South 9-41 East 87 feet to a point; thence South 75-13 West 42.4 feet to a point; thence North 9-25 West 89.9 feet to a point on the Southern side of Gordon Street; thence along Gordon Street North 80-08 East 41.8 feet to the BEGINNING corner. Being that same property conveyed to the Mortgagor(s) herein by deed of Collegiate Import, Ltd., a sole proprietorship, Donald A. Trammell, Owner, simultaneously recorded herewith.

(SEE ATTACHED SHEET)

(continued from above) the business or commercial buildings on the within described properties. It is further understood and agreed that the properties herein are used for both residential and residential non-conforming usage according to applicable zoning laws that presently exist in Greenville County, SC. By acceptance of this Mortgage, the Mortgagee expressly covenants and agrees that he will, at his own expense, pursue such necessary actions that will insure that the Mortgagors will be able to use the commercial or the residential non-conforming property for a commercial or residential non-conforming purposes. Should Mortgagee be unsuccessful in such endeavors to secure for Mortgagors the necessary zoning changes, then in that event, Mortgagee Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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 it 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

covenants and agrees that the Mortgagors will no longer owe the indebtedness secured hereunder upon Mortgagees conveying the commercial or residential non-conforming property to Mortgagee which(over)

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