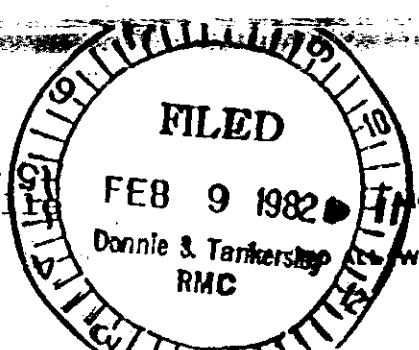


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE
WHOM THESE PRESENTS MAY CONCERN:

BOOK 1583 PAGE 219

WHEREAS, 3 H & S, a general partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Palmetto Bank
Weston Street
Fountain Inn, SC 29644

(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-Five Thousand and no/100ths
----- Dollars (\$ 25,000.00) due and payable

as set forth by note of mortgagor of even date

per note

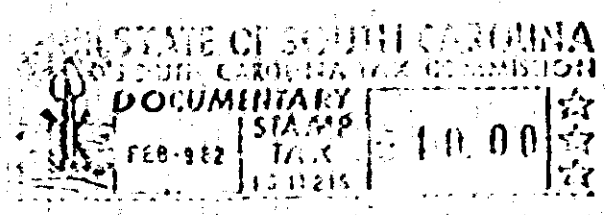
with interest thereon from date at the rate of / per centum per annum, to be paid per note

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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Tract #3, containing 2.77 acres, located on McDougall Court, as shown on a plat entitled "Property of Norman E. Hervey", prepared by Dalton & Neves Co., Engineers, dated November, 1981; said plat being recorded in the RMC Office for Greenville County in Plat Book 8-V, page 80; reference to said plat being craved for a more particular metes and bounds description as appear thereon.

THIS is the same property conveyed to the Mortgagors herein by deed of The Worthy Group, as recorded in the RMC Office for Greenville County in Deed Book 1161, page 916, recorded on February 3, 1982.



2 FEB 9 82 424

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.

4.00CI

FILED

4328 RV-2