

MORTGAGE OF REAL ESTATE

BOOK 1565 PAGE 313

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

S. C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

RECORDED
156 PH '82
JONH...
R.M.C. WINTERSLEY

WHEREAS, Jerry W. McCullough, as guarantor of a note of Q Systems, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Capital Bank and Trust, P.O. Box 485, Piedmont, SC 29673

(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 Ten Thousand

Dollars (\$ 10,000.00) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid: as set forth in said 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:

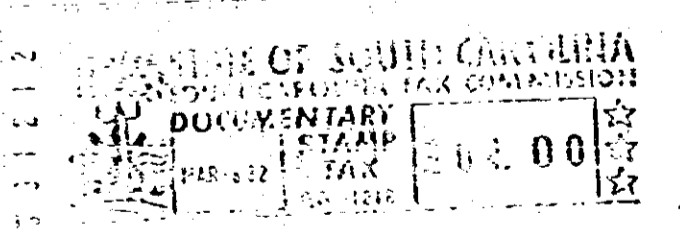
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

Greenville, being known and designated as Unit 32 of "Trentwood Horizontal Property Regime", as is more fully described in Master Deed dated October 16, 1974, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Volume 1008, Pages 527-611, inclusive, and survey and plot plan recorded in Plat Book 5-H, Page 48, which Master Deed was amended June 2, 1976 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Volume 1038, Page 140; said Master Deed was subsequently amended by Second Amendment recorded July 7, 1978 in the RMC Office for Greenville County, South Carolina, in Deed Volume 1082, Page 742; said Master Deed was subsequently amended by Third Amendment recorded November 3, 1978 in Deed Volume 1091, Page 223; that the Declarant assigned the above number by document recorded November 8, 1979, in the RMC Office for Greenville County, South Carolina, in Deed Volume 1115, Page 207.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Nelson and Putman Builders, A Partnership, as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1121, Page 384, on February 29, 1980.

This mortgage is junior and second in lien to that certain note and mortgage given to South Carolina Federal Savings and Loan Association as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1496, Page 832 on February 29, 1980.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.

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