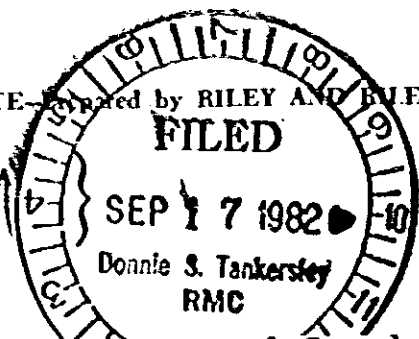


MORTGAGE OF REAL ESTATE prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF MAULDIN



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

WHEREAS, William C. Bryan and Carol E. Bryan, a/k/a Carol W. Bryan, husband and wife, (hereinafter referred to as Mortgagor) is well and truly indebted unto Bandag, Incorporated, an Iowa Corporation, Muscatine, Iowa,

dated May 7, 1982

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note ~~of XXXXXX~~ herewith, the terms of which are incorporated herein by reference, in the sum of Forty thousand and no/100

Dollars (\$ 40,000.00) due and payable

on demand

with interest thereon from -0- at the rate of -0- per centum per annum, to be paid:

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:

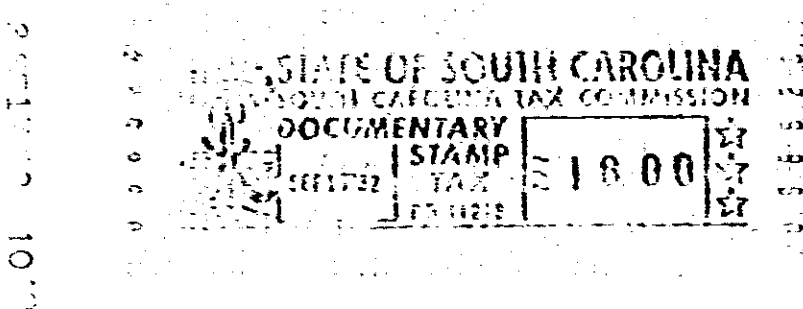
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Mauldin:

ALL that lot of land situate on the eastern side of S. C. Highway No. 14 in the County of Greenville, State of South Carolina being shown as LOT NO. 12 on a plat of HOLLY HILL SUBDIVISION, Section I dated February 17, 1977, prepared by C. O. Riddle, Surveyor, recorded in Plat Book 5-P at page 72 in the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of S. C. Highway No. 14 at the joint front corner of Lot 12 and Lot 13 and running thence with Lot 13 N 72-12 142.55 feet to an iron pin at the joint rear corner of Lot 12 and Lot 13; thence S 23-42 E 125 feet to an iron pin; thence S 66-18 W 125 feet to an iron pin; thence N 68-42 W 35.35 feet to an iron pin on the eastern side of S. C. Highway No. 14; thence with said highway N 19-35 W 115 feet to the point of beginning.

This is a portion of the property conveyed to the grantor by deed of Holly Tree Plantation, a Limited Partnership, recorded on April 5, 1977 in Deed Book 1054 at page 87 in the RMC Office for Greenville County.

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.



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 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.

4328 RW-2