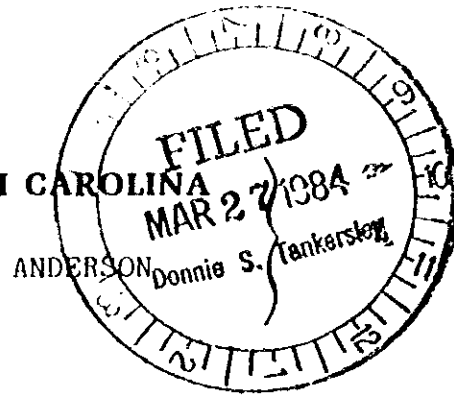


STATE OF SOUTH CAROLINA
COUNTY OF



620-758
MORTGAGE
OF
REAL PROPERTY

VOL 1653 PAGE 890

THIS MORTGAGE, executed the 15th day of March, 1984, by DAVID SMITH BUILDERS, INC. (hereinafter referred to as "Mortgagor") to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is P.O. Box 485, Piedmont, SC 29673

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated March 15, 1984, to Mortgagee for the principal amount of Thirty-Two Thousand Five Hundred & 00/100 Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

1. ALL that certain piece, parcel or lot of land situate in School District Number One (1), in the County of Anderson, State of South Carolina, being shown and represented as Lot Number Thirty-five (35) on plat of Spearman Heights made by Terry T. Dill, Reg. C. E. and L. S. No. 104, on May 22, 1964, of record in the Office of the Clerk of Court for Anderson County, South Carolina in Plat Book 55 at Page 147 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on Ashley Drive joint front corner of Lots Nos. Thirty-five (35) and Thirty-seven (37), and running thence N43-00W 200 feet to an iron pin; thence N47-00E 100 feet to iron pin on Ashley Drive; thence along Ashley Drive S43-00E 170 feet to an iron pin; thence with the chord S2-00W 42.2 feet to iron pin; thence along Ashley Drive S47-00W 70 feet to the point of beginning.

THIS BEING the same property conveyed unto mortgagor herein by deed of United States of America by deed recorded September 13, 1982, of record in the OCC for Anderson County, S.C., in Deed Book 19-V at Page 789. Also being the same property conveyed to mortgagor by deed of David Smith in Deed Book 19-W at Page 438.

2. ALSO: All those certain pieces, parcels or lots of land, situate, lying and being in the County of Anderson, State of South Carolina, being more particularly shown and designated as Lots Numbers One (1) and Two (2) on a plat entitled Spearman Heights, and recorded in the Office of the Clerk of Court for Anderson county, South Carolina in Plat Book 55 at Page 147, and each lot having the courses and distances, metes and bounds as upon said plat appear, which plat is incorporated herein by reference thereto and made a part hereof.

THE ABOVE TWO described lots or parcels of land are a portion of the property conveyed unto David Smith Builders, Inc., by deed of Paul A. Stewart and Angela Stewart, dated April 25, 1977 and recorded in the aforesaid Clerk's Office in Deed Book 18-M at Page 219.

(SEE ATTACHMENT FOR REST OF DESCRIPTIONS)

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted