

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS, We, WILLIAM L. GAINEY and CHARLOTTE B. GAINEY

(hereinafter referred to as Mortgagor) is well and truly indebted unto NATIONAL BANK OF COMMERCE,
WILLIAMSON, WEST VIRGINIA

(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 ONE HUNDRED EIGHTY THOUSAND and No/100-----

----- Dollars (\$ 180,000.00 due and payable

according to the terms of the note of even date herewith for which this mortgage stands as security.

with interest thereon from date hereof at the rate of 14% per centum per annum, to be paid: monthly by amortization

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

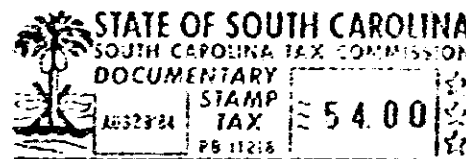
ALL that piece, parcel or lot of land containing 13.30 acres, more or less, situate, lying and being on the northeastern side of League Road in the County of Greenville, State of South Carolina, being shown and designated on Plat of William L. Gainey and Charlotte B. Gainey by Freeland & Associates, dated August 20, 1984, and recorded in the RMC Office for Greenville County in Plat Book 107 at Page 68, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap on the northeastern side of League Road, in the center line of a private drive at the joint front corner with property now or formerly belonging to Marvin Mills, and running thence along the center line of said drive, N. 43-00 E. 436.65 feet to a nail and cap; thence continuing along the center line of said drive, N. 49-52 E. 76.57 feet to a nail and cap; thence still with said drive, N. 61-40 E. 110.0 feet to a nail and cap; thence turning and running S. 73-36 E. 407.84 feet to an iron pin; thence S. 38-05 E. 185.0 feet to an iron pin at the joint corner with property now or formerly belonging to J. C. Burdette; thence S. 16-46 E. 444.66 feet to an iron pin on the joint line with property now or formerly belonging to P.A. Jones, in the center line of Horse Pen Creek; thence along the center line of said creek, S. 68-03 W. 578.52 feet to an iron pin on the northern side of League Drive; thence along the northern side of League Drive the following courses and distances: N. 30-13 W. 24.55 feet to an iron pin; N. 32-38 W. 99.13 feet to an iron pin; N. 40-44 W. 76.01 feet to an iron pin; N. 48-30 W. 153.16 feet to an iron pin; N. 55-24 W. 222.76 feet to an iron pin; N. 56-12 W. 164.51 feet to a nail and cap in the center of a private drive, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Earl B. Mills and Farrell L. Mills recorded herewith in Greenville County Deed Book 1220 at Page 540, 541, and by deed of Marvin L. Mills recorded herewith in Greenville County Deed Book 1220 at Page 542, 543.

Mortgagee's address: P. O. Box 1300, Williamson, West Virginia 25661

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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 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.