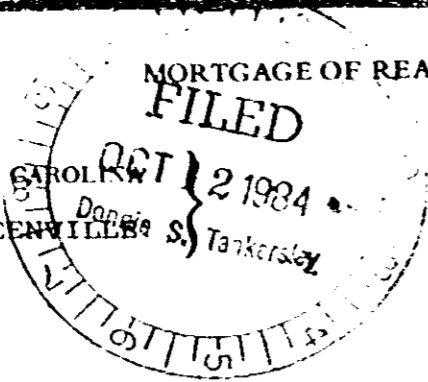


MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE VOL 1685 PAGE 440
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, E. J. IRICK, II, d/b/a Eagle Building and Development Co.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lowes of South Carolina, d/b/a Lowes of Mauldin, 116 West Butler Road, Greenville, South Carolina 29662

(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 Three Thousand One Hundred Fifty-Five and 29/100 and cancellation of Mechanics Lien filed in Mechanics Lien Book 19, Page 1016---Dollars (\$ 3,155.29) due and payable

in accordance with the terms of said note,

with interest thereon from NOV. 16, 1984 at the rate of prevailing prime + 5% per centum per annum, to be paid: at maturity but in no case less than 18% per annum

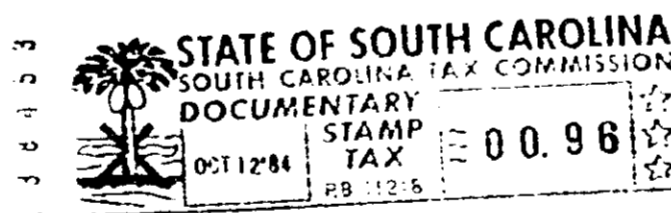
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 shown and designated as Lot No. 86 ADAMS MILL ESTATE according to Plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-R, Page 31, and having such metes and bounds as shown thereon.

The above described property is the same property conveyed to the Mortgagor herein by deed of Billie G. Williams dated February 14, 1984 and recorded in the RMC Office for Greenville County, South Carolina, on February 15, 1984 in Deed Book 1206, Page 306.

The within mortgage is junior in lien to that certain note and mortgage given by E. J. Irick, II, d/b/a Eagle Building and Development Co. to First Federal Savings and Loan Association dated April 6, 1984 and recorded in the RMC Office for Greenville County, South Carolina, on April 6, 1984 in Mortgage Book 1656, Page 76 in the original amount of \$51,200.00.



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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.