

MORTGAGE OF REAL ESTATE—Mann, Foster, Ashmore & Brissoy, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. SMO. MORTGAGE OF REAL ESTATE
Nov 6 3 23 PM '70
OLLIE FARNSWORTH
R. M. C.
WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HERITAGE INDUSTRIES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto INDUSTRIAL PRODUCTS, INC.

(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 Twenty Five Thousand and No/100-----

Dollars (\$ 125,000.00) due and payable

on demand

with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid: quarterly

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, City of Greer, being property formerly known as McCall Manufacturing Company property and having the following metes and bounds, to-wit:

BEGINNING at the southwestern corner of the intersection of Mulberry Street and McCall Avenue and running thence along McCall Avenue in a northwesterly direction 562 feet, more or less, to the intersection of McCall Avenue and South Avenue; thence along South Avenue and following the curvature thereof in a southwesterly direction 525 feet, more or less, to a wire fence; thence along the wire fence, in a southeasterly direction 650 feet, more or less, to an iron pin in the line of property of Greer Lumber Company, Inc.; thence along the line of Greer Lumber Company, Inc., in a northeasterly direction 200 feet, more or less, to a point in the southern side of Franklin Place in a northwesterly direction, 225 feet, more or less, to Mulberry Street; thence along the western side of Mulberry Street, in a northerly direction, 150 feet, more or less, to the beginning corner.

This property is identified on the Greenville County Tax Block Book as Sheet G-24, Block 6, Lot 1.

LESS, HOWEVER, such portion of the above-described property as was conveyed to the Greer Lumber Company by Deed recorded in Deed Book-845, Page 599 in the R.M.C. Office for Greenville County.

This is the same property conveyed to the mortgagor by deed recorded in the R.M.C. Office for Greenville County in Deed Book 889, Page 289.

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ASSIGNMENT

For value received, Industrial Products, Inc. does hereby assign, transfer and set over unto First Piedmont Bank and Trust Company the within mortgage and the note which the same secures with recourse this 6th day of November, 1970.

IN THE PRESENCE OF

INDUSTRIAL PRODUCTS, INC.

John B. Mann
Thomas K. Lintke

By: *J. Lintke*
James B. Lintke
SECRETARY

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.