

FILED  
GREENVILLE CO. S.C.  
NOV 22 3 22 PM '75  
MORTGAGE  
ELIZABETH RIDDEL  
R.M.C.

BOOK 1258 PAGE 137

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THIS MORTGAGE is made by the between the Mortgagor (s)

Construction Equipment Co., a partnership (herein "Borrower") and the  
Mortgagee First Piedmont Bank and Trust Company

Greenville, South Carolina (herein "Lender").

WHEREAS, the Borrower is indebted to the Lender in the sum of Fifty Thousand and no/100ths  
----- Dollars (\$ 50,000.00) as evidenced by the Borrower's promissory Note of  
even date herewith (herein "Note") the terms of which are incorporated herein by reference, with principal and interest  
to be paid as therein stated; the unpaid balance of which, if not sooner paid, shall be due and payable

November 22, 1975; and

WHEREAS, the Borrower may have borrowed other monies from the Lender (which term as used throughout  
this Mortgage Agreement shall include any Holder) which monies have not been fully repaid and the Borrower may  
hereafter become indebted to the Lender for such further sums as may be advanced to or for the Borrower's account for  
taxes, insurance premiums, public assessments, repairs, or for any other purpose; and

WHEREAS, the Borrower desires and intends to secure any and all of said existing indebtedness and future ad-  
vances and indebtedness by granting to Lender a Mortgage on the real property hereinafter described, which Mortgage  
shall be security for all obligations of the Borrower to Lender in the total principal amount of Fifty thousand  
and no/100ths ---- Dollars (\$ 50,000.00);

NOW, THEREFORE, KNOW ALL MEN, that the Borrower (jointly and severally if more than one), in considera-  
tion of the foregoing and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars to the Borrower  
in hand well and truly paid by the Lender at and before the sealing and delivery of these presents, the receipt whereof  
is hereby acknowledged, TO SECURE TO LENDER the repayment of: (a) the indebtedness evidenced by the aforesaid  
Note, with interest thereon; (b) all other sums, with interest thereon, advanced in accordance herewith to protect the  
security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained; and (c)  
all other money heretofore or hereafter advanced by the Lender to or for the account of the Borrower and all other  
present or future direct or contingent liabilities and indebtedness of the Borrower to the Lender of any nature whatsoever  
to the fullest extent allowed by law, and any modifications, extensions, rearrangements or renewals of any of (a), (b)  
(all hereinafter collectively called the "Obligations"), with the limitation that the total principal amount of said Obligations  
secured hereby shall not exceed the amount specified in the preceding paragraph, together with reasonable attorney's  
fees; court costs and expenses of whatever kind incident to the collection of any of said Obligations; and the enforce-  
ment of the Mortgage interest created hereby, does hereby mortgage, grant bargain, sell and release unto the Lender,  
its successors and assigns, the following described real estate:

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying  
and being on the Northern side of Old Laurens Road (South Carolina Hwy. 14),  
near the City of Greenville, County of Greenville, State of South Carolina,  
and having according to plat entitled "Survey for Carolyn B. Jester", dated  
October 28, 1972, prepared by Carolina Surveying Co., and recorded in the  
R. M. C. Office for Greenville County in Plat Book 4 T at Page 36,  
the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Old Laurens Road (South  
Carolina Hwy. 14) at the joint front corner of the property herein described  
and property now or formerly of Durham and Fisher and running thence with  
the line of property now or formerly of Durham and Fisher, N. 20-41 E. 171.4  
feet to an iron pin; thence continuing with the line of property now or  
formerly of Durham and Fisher, N. 77-11 W. 410.0 feet to an iron pin in the  
line of property now or formerly of Richardson; thence with the line of  
property now or formerly of Richardson, N. 0-02 W. 712.3 feet to an iron pin  
in the line of property now or formerly of Greenville General Hospital;  
thence with the line of property now or formerly of Greenville General Hospital  
N. 27-15 E. 191.0 feet to an iron pin; thence continuing with the line of  
property now or formerly of Greenville General Hospital, N. 85-19 W. 93.0  
feet to an iron pin in the line of property now or formerly of Dauchai, Inc.;  
thence with the line of property now or formerly of Dauchai, Inc., N. 15-38  
W. 621.7 feet to an iron pin in the line of property now or formerly of  
Janie Daniel Detreville; thence with the line of property now or formerly of  
Janie Daniel Detreville, the following courses and distances: N. 37-04 E.