MORTGAGE OF REAL ESTATE-Office 51 Myche, Burgess, Freeman & Parham, P.A. Greenville, S. C. BOOK 1273 PAGE 187 **CREENVILLE CO. S. C.**

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

COAL YARD ASSOCIATES, a general

partnership

(hereinaster referred to as Mortgagor) SEND (S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto First Piedmont Mortgage Company, Inc (hereinaster 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 SEVENTY-FIVE THOUSAND AND NO/100----- DOLLARS (\$ 175,000.00 with interest thereon from date at the rate of prexamble by the property of the control of the c mpadax60Homa one hundred fifty (150%) per cent of the prime rate of interest charged by First Piedmont Bank and Trust Company of Greenville, South Carolina, adjusted quarterly, interest on advances made from the date thereof, payable annually in advance, outstanding principal balance and any accrued interest due and payable on April 16, 1977.

WHEREAS the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon: located in City and County of Greenville, South Carolina, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

This mortgage is subject and subordinate to that certain Purchase Money Mortgage dated April 19, 1973, given by the Mortgagor to Dorothy H. Allen, Margaret H. Sexton, Louise H. Milburn and Lois W. Sullivan, as to the property designated as "Tract I" on Exhibit "A", or as to such lesser portion thereof as may remain subject to said Purchase Money Mortgage after the execution of releases by said mortgagees from time to time.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or he had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or 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.

LULL