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HORTON DRAWDY, MARCHBANKS, ASHMORE, CHAFMAN & BROWN, P.L.A. 307 PETTIGRU STREET, GREENVILLE, S.C. 29603

DONNIE S. TANKERSLEY

R.M.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
(CORPORATION)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, AUTOSYSTEMS, INC., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto COMMUNITY BANK

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Sixty-Five Thousand and 00/100----- Dollars (\$ 65,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of nine per centum per annum, to be paid as provided for in said note; and,

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, situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, at the north-west corner of the intersection of Interstate Highway 385 and Haywood Road, containing 1.05 acres, more or less, as shown on plat entitled "Topographic Survey for Phillips Petroleum Company" prepared by Piedmont Engineers and Architects, Greenville, South Carolina, October 11, 1965, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a right-of-way marker at the joint corner of the rights-of-way of Interstate Highway 385 and Haywood Road and running thence with the right-of-way of Interstate Highway 385, S. 50-09 W. 68.10 feet to a right-of-way marker; thence continuing with the right-of-way of Interstate Highway 385, N. 83-19 W. 68.91 feet to an iron pin on the line of property belonging to the South Carolina Highway Department; thence along the line of said property N. 58-28 W. 91.42 feet to an iron pin; thence N. 1-36 E. 193.34 feet to an iron pin; thence S. 88-22 E. 200.0 feet to an iron pin on the western edge of Haywood Road; thence along the western edge of Haywood Road, S. 0-03 E. 100.0 feet to an iron pin; thence continuing with the western edge of Haywood Road, S. 3-53 W. 100.0 feet to the beginning corner.

LESS AND EXCEPTING THEREFROM, that property described as follows conveyed to John J. Martin, Jr., et ux, by Deed dated June 20, 1969, to-wit:

ALL that piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as a portion of the property conveyed to Phillips Petroleum Company by Richard F. Watson, Jr., et ux, containing .23 acres, more or less, and being more fully described as follows:

BEGINNING at a point on the north line of property described in deed dated January 4, 1966, from Richard F. Watson, Jr., et ux, to Phillips Petroleum (Continued on attached sheet)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

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