

AUG 2 12 16 PM '74

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLEDONNIE S. TANKERSLEY  
R.M.C.MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Diran Corporation

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Ray D. Lathan and Joe C. McKinney

(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 Eighty-Seven Thousand, Eight Hundred Ninety-One and 17/100

-----Dollars (\$87,891.17) due and payable  
Twenty-Five Thousand and No/100 (\$25,000.00) Dollars plus interest at eight per centum  
per annum on July 15, 1975, and the principal balance of Sixty-Two Thousand, Eight  
Hundred Ninety-One and 17/100 (\$62,891.17) Dollars plus interest at the rate of eight per  
centum per annum on July 15, 1976; the obligor shall have the right to anticipate payment of  
the whole or any part thereof without penalty at the rate of eight (8%) per centum per annum, to be paid: annually  
with interest thereon from date

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:

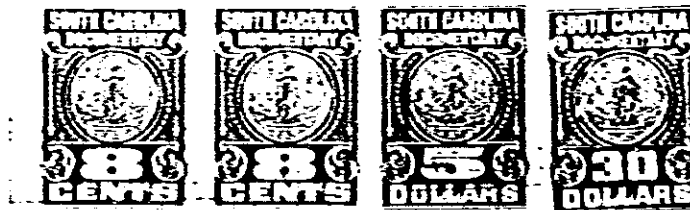
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown on plat entitled "Survey for Poinsett Highway Properties" prepared by Carolina Surveying Company, dated June 20, 1973, and revised July 25, 1974, and having the following metes and bounds, to-wit:

BEGINNING at a point on Crestwood Drive, the southeasternmost point on the aforesaid plat, and running N. 79-20 W. 996.4 feet to an old iron pin; thence turning and running S. 5-33 E. 502.6 feet to a point; thence turning and running N. 52-12 W. 243.9 feet to a point; thence turning and running N. 83-0 W. 800 feet to a point along the property now or formerly of Baldwin; thence turning and running N. 14-14 E. 399.7 feet to an old iron pin along the line of property now or formerly of Tindall; thence turning and running S. 81-54 E. 369 feet to an old iron pin; thence turning and running N. 7-10 E. 1005.4 feet to an old iron pin; thence turning and running S. 89-07 E. 615 feet to a point along the property now or formerly of Hinson; thence turning and running S. 3-12 W. 1061 feet to a point; thence turning and running S. 77-40 E. 626 feet to a point; thence turning and running N. 67-10 E. 77 feet to a point; thence turning and running S. 71-30 E. and crossing Crestwood Drive a distance of 205 feet; thence turning and running S. 20-0 E. 27 feet; thence turning and running S. 70-20 W. 52 feet to a point on the right-of-way of Crestwood Drive; thence turning and running with Crestwood Drive, S. 32-20 W. 150 feet to a point in the right-of-way of Crestwood Drive; thence turning and running with Crestwood Drive, S. 4-30 E. 153 feet to the point of beginning;

It is understood and agreed that a portion of the property covered by this mortgage is also covered by a mortgage of even date given by Diran Corporation to First Piedmont Mortgage Corporation in the amount of \$75,000.00 and that this mortgage is junior in lien to the First Piedmont Mortgage Corporation mortgage.

It is also understood and agreed that a portion of the property covered by this mortgage is also covered by a mortgage of even date given by Diran Corporation to Bankers Trust of South Carolina, N. A. in the amount of \$800,000.00 and that this mortgage is junior in lien to the Bankers Trust of South Carolina, N. A. mortgage.

It is also understood and agreed that the mortgagees will release from the lien of this second mortgage one acre of land for each \$3,000.00 paid to the mortgagees.



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 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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