

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

LOUISE STINKERSLEY
MORTGAGEE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HENDRICKS BUILDERS CENTER, INC.

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

(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 NINETEEN THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100THS----- Dollars (\$ 19,875.00) due and payable \$3,975.00 plus interest on or before December 18, 1975; \$3,975.00 plus interest on or before December 18, 1976; \$3,975.00 plus interest on or before December 18, 1977; \$3,975.00 plus interest on or before December 18, 1978 and a final payment of \$3,975.00 on or before December 18, 1979. with interest thereon from date at the rate of eight per centum per annum, to be paid: annually.

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, on the northeasterly side of North Maple Street in the Town of Simpsonville, being shown on plat entitled "Simpsonville Lumber Company", prepared by J. L. Montgomery, III, dated April 22, 1974, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northeasterly edge of North Maple Street and running thence with the edge of said street S. 53-39 E. 187.33 feet to a point; thence continuing with the northeasterly edge of said street S. 51-09 E. 108.52 feet to a point; thence with a new line N. 62-08 E. 328.98 feet to a point on the 50 foot right of way for railroad; thence with said 50 foot right of way for railroad N. 27-51 W. 324.41 feet to a point; thence along property now or formerly of Wright S. 62-00 W. 192.87 feet to an old iron pin; thence S. 29-03 E. 55.6 feet to an old iron pin; thence S. 62-00 W. 261.45 feet to the beginning corner and containing 2.65 acres, more or less.

It is hereby agreed by and between the mortgagor and mortgagee herein that the within mortgage is absolutely second and junior in lien to that certain note and mortgage in favor of Bankers Trust of South Carolina, N. A. in the original amount of \$100,000.00, recorded November , 1974, in the R. M. C. Office for Greenville County in REM Volume ____ at page ____.

It is further understood and agreed between the parties hereto that the within mortgage is absolutely subordinate to the entire original mortgage in favor of Bankers Trust of South Carolina, N. A. above referred to as to any funds of the first mortgage which have been disbursed and any funds which have not been disbursed but will be disbursed in the future.



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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