

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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

WHEREAS, A. G. S. FOOD SYSTEM, INC.

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

FIRST PIEDMONT BANK AND TRUST
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 **FIVE HUNDRED TWENTY FIVE THOUSAND AND NO/100THS---**

----- Dollars (\$525,000.00) due and payable
in eighty-four (84) monthly payments of \$9,838.51 including interest

with interest thereon from _____ date _____ at the rate of 14 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, in the southeastern area of Donaldson Center and on the north side of Perimeter Road, Gantt Township, Greenville, South Carolina, bounded on the north by lands of Greenville Corp., on the east and south by other lands of Donaldson Center, and on the west by Perimeter Road, and being more particularly described as follows:**

BEGINNING at an iron pin at the intersection of the center line of Southern Railroad lead track and the northern right of way of Perimeter Road, said pin being common corner to lands of Greenville Corp. and the herein described tract, and located in the extreme southwestern corner of the herein described tract; thence from the beginning corner and along the lands of Greenville Corp. and the center line of the Southern Railroad lead track N. 62-37 E. 160.2 feet to a point on the center of track; thence continuing along the lands of the Greenville Corp. and the center line of the lead track N. 52-24 E. 394.85 feet to an iron pin on the center of the track; thence leaving the railroad track and the lands of Greenville Corp. and along a new line through the lands of Donaldson Center S. 29-08 E. 394.05 feet to an iron pin on the center of a 10-inch sanitary sewer line; thence along a new line through lands of Donaldson Center and along the center line of the 10-inch sewer main, S. 53-05 W. 377.6 feet to an iron pin on the northern right of way of Perimeter Road; thence leaving the sanitary sewer main and along the northern right of way of Perimeter Road N. 53-25 W. 430 feet to the point of beginning and containing 4.15 acres, more or less, and more fully identified by map as surveyed August 25, 1970 by Campbell & Clarkson Surveyors, Inc.

This mortgage is second and junior in lien to that certain mortgage in favor of Fidelity Federal Savings and Loan Association in the original amount of \$140,000.00, recorded in the R. M. C. Office for Greenville County in REM Volume 1199 at page 554.

52,100.00



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 hereinafore 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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