

September 7, 1944, recorded in Deed Book 267, Page 142, R.M.C, Office for Greenville County, South Carolina; said lot of land begins at an iron pin on the southern side of the mentioned highway at the northeastern corner of a lot previously conveyed to Greenco Realty, Incorporated, by deed dated August 7, 1946, recorded in Deed Book 192, Page 328, and runs thence along the line of the Greenco lot S. 37-30 E. 417 feet to corner of lands belonging to James M. Gilfillin; thence N. 26 E. 134.1 feet to corner on other lands of the said James M. Gilfillin; thence N. 37-30 W. 357.1 feet to corner on the Super Highway; thence along the southern side of said Super Highway, S. 52-30 W. 120 feet to the beginning corner, and having located thereon certain improvements.

ALSO All that piece, parcel or strip of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the Eastern side of U.S. Super Highway No. 29, and being a portion of the property shown on the plat recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book "U", Page 125, and having according to a plat made by C. O. Riddle, Engineer, dated August 10, 1956, the following metes and bounds, to wit:

BEGINNING At an iron pin on the Eastern side of Wade Hampton Boulevard (U. S. Super Highway No. 29), joint corner with other property of grantor, and running thence S. 37-30 E. 300 feet to an iron pin; thence S. 52-30 W. 20 feet to an iron pin; thence N. 37-30 W. 300 feet to an iron pin on the Eastern side of Wade Hampton Boulevard; thence along the Eastern side of Wade Hampton Boulevard, N. 52-30 E. 20 feet to an iron pin, the point of beginning.

Less, however, that certain piece, parcel and lot of land conveyed by Roane-Barker, Incorporated, to Greenville Auto Sales, Inc., by deed dated August 31, 1956, and recorded on September 11, 1956, in the Office of the R. M. C. for Greenville County in Deed Book 561, Page 173.

This Mortgage is a second Mortgage subject to all rights and interests of G. K. Parketon, Braxton Glasgow, Jr., and Dewey C. Slatton under the terms of the Mortgage entered into between them and the grantor herein and dated this date.

The obligation of Roane-Barker, Inc., to make payments hereunder is conditioned upon the compliance by Sam D. Roane, Jr. of certain terms and conditions of the Agreement of Purchase and Redemption dated as of March 14, 1977, of 2,153 shares of Common Stock of Roane-Barker, Inc., by and among Ralph L. Falls, Jr., Sam D. Roane, Jr., and Braxton Glasgow, Jr., G. K. Parketon and Dewey C. Slatton.

\*Provided however, that the Roper Mountain property described hereinabove shall be released from the lien of this mortgage on April 1, 1980, if all payments required herein as of that date have been made as required by this Mortgage and the mortgages hereby agree that they shall sign and execute all documents and forms necessary to effect such release; and,

\*\*Provided further that in the event of default by the mortgagor of the terms and conditions herein mortgagees covenant and agree that they shall not initiate action under the terms of this Mortgage without first providing thirty days written notice of the intention to pursue such action to the grantor and to Wachovia Bank and Trust Company, N.A., at Raleigh, North Carolina.

The first above mentioned tract having been conveyed to Roane-Barker by Annie Lee Eaton, Committee for J. L. Bramlett in deed dated September 8, 1969, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 875 at page 392 on September 9, 1969. The last two aforementioned tracts having been conveyed to mortgagor herein by Southeastern Surgical Co., dated April 10, 1963, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 725 at page 152 on June 14, 1963.

TOGETHER with all and singular the Rights, Members, Hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said mortgagee, heirs, successors and assigns forever. And the said mortgagor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said mortgagee, the mortgagee's heirs, successors and assigns, from and against itself, its successors and assigns, and every person whomsoever claiming or to claim the same or any part thereof.

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