STATE OF SOUTH CABOLINA) : 2 3

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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whereas, Kenneth W. Reed

thereinafter referred to as Mortgagor) is well and truly indebted unto Walter W. Goldsmith, William R. Timmons, Jr. and John P. Ashmore, Jr. ----

(hereinafter referred to as Mortgagoe) as evidenced by the Mortgagoe's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the som of Thirty-one Thousand Three Hundred Eighty-two and No/100 ----------- Dollars (\$ 31, 382, 00---) due and payable

as follows: \$15,691.00, plus interest on the 1st day of December, 1978 and \$15,691.00, plus interest on the 1st day of December, 1979.

with interest thereon from date at the rate of eight per centum per annum, to be paid: annually ------

WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgagoe 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 Mortgagoe 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 (83 00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the scaling 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 tract of land situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as a portion of Lots 12 and 13 of a subdivision known as Haywood Road Industrial Park and lying on the eastern side of Airview Drive said property having, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Airview Drive at the joint corner of the within tract and a 25 foot strip and running thence S. 87-96 E., 178.13 feet to an iron pin; running thence along a new line through Lots 12 and 13, N. 17-58 W., 272.71 feet to an iron pin; running thence S. 68-02 W., 131.91 feet to an iron pin on the eastern side of Airview Drive; running thence along the eastern side of Airview Drive, S. 20-39 E., 50 feet to an iron pin; thence S. 7-35 E., 50 feet to an iron pin; thence S. 7-06 E., 9 feet to an iron pin; thence S. 1-45 E., 96 feet to an iron pin, the point and place of beginning.

This is a portion of the property conveyed to the Mortgagor herein by deed of Walter W. Goldsmith, William R. Timmons, Jr. and John P. Ashmore, Jr. recorded in the R.M.C. Office for Greenville County in Deed Book 1111 at Page 710 on the 141 day of December, 1977.

Upon payment of the first installment as set forth above, the mortgagees agree to release from the lien of the within mortgage the following described property, to-wit:

-----for description see attached schedule ------

Together with all and singular rights, members, herditaments, and appurtenences to the same belonging in any way incident or appertaining, and of all the rests, tosses, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting furtures now or hereafter attached connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such firtures 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 Mortgagon, its beles, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described to fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encomber the same, and that the premiers are free and clear of all liens and encumbrances except as provided berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagos forever, from and against the Mortgagor and all persons whomsoever lawfully claims

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced bereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further toans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing

That it will keep the improvements now existing or bereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be beld by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mor gages the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgages, to the extent of the balance owing on the Mortgage debt, whether due or not.

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