MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS Olin S. Elliott, Jr.

(hereinafter referred to as Mortgagor) has executed and delivered unto Bankers Trust of South Carolina his individual guaranty of payment on note of Elliott Metal Works, Inc. (hereinafter referred to as Mortgagee) (copies of which are filed in the Mortgagee's office and incorporated herein by reference) guaranteeing full payment and performance of a loan between mortgagee and Elliott Metal Works, Inc., the terms of which are incorporated herein by reference; said loan is evidenced by promissory note in the amount of $66,000.00

(hereinafter referred to as "note") bearing even date herewith, payable in twelve (12) consecutive monthly installments as provided in said note.

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee (hereinafter referred to as "the Mortgagee") for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, or any other agreement or agreements between the Mortgagee and the Mortgagor herein, which shall be deemed to be obligatory upon the Mortgagee and the Mortgagor herein, and which shall be secured by this mortgage, not exceeding in the aggregate the original amount of this mortgage, and all sums so advanced shall bear interest at the rate set forth in the note or agreement evidencing such indebtedness from the date of such advance, but shall not be obligatory upon the Mortgagee to advance any more than the original amount hereof;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof to the Mortgagee, and the payment of such further sums as may be advanced hereafter by the Mortgagee to the Mortgagor herein, 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, the following described property:

All that lot of land, situate on the East side of Cleveland Street Ext., in the City of Greenville, in Greenville County, South Carolina, shown as Lot No. 7 on plat of Section E of Gower Estates, made by R. K. Campbell and Webb Surveying & Mapping Co., October, 1964, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book BBB, Page 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Cleveland Street Ext. at the joint front corner of Lots 6 and 7 and runs thence along the line of Lot 6, N. 74-26 E. 447.3 feet to an iron pin; thence N. 15-34 W. 200 feet to an iron pin; thence with the line of Lot 8, S. 74-23 W. 406.5 feet to an iron pin the East side of Cleveland Street Ext.; thence along Cleveland Street Ext. S. 4-0 W. 203.7 feet to the beginning corner.

ALSO: All that certain piece, parcel or tract of land, together with all improvements thereon, located, lying and being in Gantt Township, County of Greenville, State of South Carolina, being the major portion of Tract No. 25 on plat entitled "Property of E. A. Smyth, et al", made by Dalton & Neves, dated November, 1945, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book P at Page 171 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the western side of Highway #29 at the joint front corner of Tracts 24 and 25 and running thence N. 83-42 W. 569.3 feet to an iron pin in the eastern edge of the right of way of Southern Railway; thence with said right of way N. 16-51 E. 210.4 feet to an iron pin at the joint corner of Tracts 25 and 26; thence S. 80-17 E. 533 feet to an iron pin on the western side of Highway #29; thence with National Highway #29, S. 6-40 W. 175 feet to the beginning corner.

LESS, HOWEVER: A certain tract containing .65 acre conveyed by the late Joel F. Ginn to Charles F. Williams by deed recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 669 at Page 113 and having the following metes and bounds, to-wit:

(Continued on rider attached hereto and made a part hereof)

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise 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 such 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 aforesaid 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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