

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY  
R.M.C.  
F I L E D  
APR 23 1979

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, RUSSELL JOHNSON & TRAVIS J. CASI, JR., as Trustees under Trust Agreement dated March 1, 1979, 7,8,9,10,11,12,1,2,3,4,5,6 (hereinafter referred to as Mortgagor) is well and truly indebted unto COVIL CORPORATION

(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 ONE HUNDRED THIRTY ONE THOUSAND, NINE HUNDRED TWENTY ONE and

02/100-----Dollars (\$131,921.02 ) due and payable

according to that certain note dated March 1, 1979;

with interest thereon from Date at the rate of Eight (8%) per centum per annum, to be paid: according to the terms of that certain note dated March 1, 1979.

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 eastern side of Reedy River, south of Sulphur Springs Road, and having the following metes and bounds, according to a plat prepared for Greenville & Northern R.R. Co. by J. C. Hill, Registered Surveyor, dated July 18, 1966, to-wit:

Beginning at an iron pin in the joint property line of the grantor herein and Duke Power Company, which iron pin is located 22.8 feet west of the main line of the Greenville and Northern Railway Company and approximately 974.4 feet south of Sulphur Springs Road, and running thence N. 16-40 W. 332 feet to an iron pin; thence continuing N. 16-40 W. 137.3 feet to an iron pin; thence S. 73-20 W. 164.2 feet to an iron pin near the eastern bank of Reedy River; thence continuing past said iron pin S. 73-20 W. 28 feet, more or less, to a point in the center of the river; thence with the center of the river as the line and running in a southeasterly direction 138 feet, more or less, to a point in the center of the river, which point is 24 feet, more or less, from an iron pin located on the eastern bank of the river; thence continuing with the center of the river as the line in a southwesterly direction 266 feet, more or less, to a point in the center of the river, which point is in the boundary line of property of Duke Power Company; thence S. 89-50 E. 21 feet, more or less, to an iron pin on the eastern bank of the river; thence continuing S. 89-50 E. 311.2 feet to the point of beginning. and

All that certain piece, parcel or lot of land located south of Sulphur Springs Road on the eastern side of Reedy River in the County of Greenville, State of South Carolina, being shown and designated as property of H-G-N Company, Inc. on plat entitled Greenville and Northern Railway Company by J. C. Hill dated July 18, 1966, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book PPP, at page 31, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin located 280.1 feet south of Sulphur Springs Road and 22.8 feet west of the center of the main line of the Greenville and Northern Railway Company and running thence S. 73-20 W. 159.8 feet past an iron pin to a point in the center of Reedy River; thence in a southerly direction with the center of the river as the line 226 feet more or less to a point in the center of the river; thence running past an iron pin on the eastern edge of the river S. 73-20 W. 164.2 feet to an iron pin; thence N. 16-40 W. 225 feet to an iron pin at the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of G&C Realty Co. recorded on April 19, 1979, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1100 at Page 861.

This conveyance is made subject to any existing easements, rights of way or restrictions upon or affecting either parcels of land described above.

This mortgage is junior and subordinate to that certain mortgage to Owens Corning Fiberglas Corp. dated May 17, 1977 and recorded in the R.M.C. Office for Greenville County, South Carolina, in REM Book 1397 at Page 855. \*\*Continued description of property on attachment.

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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