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MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

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1468 FILE 648

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JOHNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

LEATHERWOOD, WALKER, TODD & MANN

WHEREAS, Clifton L. Hawkins (hereinafter referred to as Mortgagor) is the owner of the property hereinafter described; and

WHEREAS, Carolina Fabrication of Travelers Rest, Inc., a corporation organized under the laws of the State of South Carolina

(hereinafter referred to as Debtor) is well and truly indebted unto J. M. Tull Industries, Inc., Norcross, Georgia 30071

Debtor's

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Hundred Ten Thousand Two Hundred Seventy-Eight and

38/100ths----- Dollars (\$ 110,278.38) due and payable

with interest in accordance with the terms and provisions of said note the maturity date of which is August 5, 1979.

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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, the Mortgagee's heirs, successors and assigns:

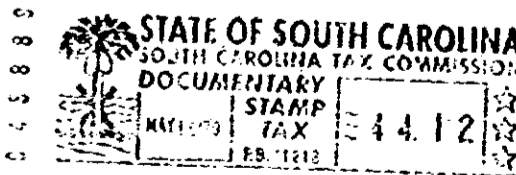
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Bates Township, on the West side of U. S. Highway No. 276, near the intersection of State Road No. 414 and being a part of the land conveyed to H. D. Maw from two purchases: See Deed recorded in Book 574, at page 485 and also Book 599, page 406. Said property known as the Maw property and being more fully described according to plat made by Webb Surveying and Mapping Company in May 1967 with the following metes and bounds according to said plat:

BEGINNING on an iron pin on the West side of U. S. Highway No. 276 and running thence S. 83.00 West 155.5 feet; thence North 48.00 West 180 feet; thence South 78-05 West 113 feet; thence South 34-45 West 389 feet; thence South 62-00 West 333 feet to an iron pin; thence North 45-00 West 275 feet; thence North 34-30 West 102 feet; thence North 48-00 West 66 feet; thence North 41-45 West 68.5 feet to an iron pin; thence North 47-05 East 669 feet to an iron pin; thence South 61-30 East 166 feet; thence South 63-30 East 292 feet; thence South 89-30 East 56.9 feet to an iron pin; thence South 21-00 West 77 feet; thence South 67-20 East 47.4 feet; thence South 82-10 East 88.3 feet; thence South 89-50 East 160 feet; thence North 70-20 East 32.3 feet to right-of-way of U. S. Highway No. 276; thence with said right-of-way South 54-00 East 34 feet to the beginning corner. Containing 9.69 acres, more or less.

This is the same property conveyed to the mortgagor by deed of Harold G. J. Woody, Jr. et al dated July 29, 1969 and recorded August 8, 1969 in Deed Book 873, page 397.

The within mortgage is junior in rank to that certain Mortgage of Real Estate from Clifton L. Hawkins to South Carolina National Bank dated August 31, 1979, recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1442, Page 936 and being in the original amount of \$95,000.00.

The property hereinabove described is occupied by the Debtor, and the Debtor by execution of this Mortgage does hereby join and consent to this Mortgage of the real estate which it occupies and further does subordinate any and all right, title, interest and claim which it may have as a tenant on such property to the lien of this Mortgage.



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 is 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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