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GREENVILLE CO. S.C.
JUN 28 4 03 PM '79
DENNIS S. FAHKERSLEY
R.M.C.

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MORTGAGE

(Participation)

This mortgage made and entered into this 27th day of June, 1979, by and between AMERICAN METAL AND MACHINE WORKS, INC.

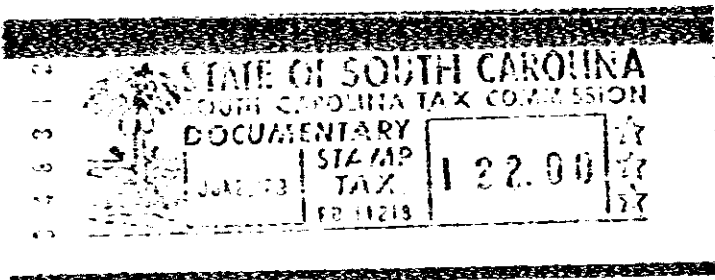
(hereinafter referred to as mortgagor) and SOUTHERN BANK & TRUST COMPANY (hereinafter referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina,

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville, State of South Carolina

ALL that certain piece, parcel or tract of land situate, lying and being in Greenville County, South Carolina, 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 located 280.1 feet south of Sulphur Springs Road, 22.8 feet West of the center of the main line of Greenville and Northern Railway Company and running thence; S. 73-20 West 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, 364 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. 169.7 feet to an iron pin; thence N. 16-40 West 362.3 to an iron pin to the point of beginning.

This being a portion of the property conveyed to the mortgagor by deed of even date herewith from Russell Johnson & Travis J. Cash, Jr., as Trustees under Trust Agreement dated March 1, 1979; as recorded in the R.M.C. Office for Greenville County in Deed Book 1105, at Page 691 on June 28, 1979.



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Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated June 27, 1979 in the principal sum of \$ 305,000.00 signed by Wes G. Holcombe and Grady Huff in behalf of American Metal and Machine Works, Inc.

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