

Mortgagee's Address: 301 South Tryon St., Charlotte, N. C. 28231

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

)  
) S. C. MORTGAGE OF REAL ESTATE  
)  
) '79

TO ALL WHOM THESE PRESENTS MAY CONCERN: Clayton-Brown Furniture Manufacturing, Inc. of the County of Greenville, State of South Carolina, SEND GREETING:

WHEREAS, the said Clayton-Brown Furniture Manufacturing, Inc., herein called the mortgagor, is indebted to BarclaysAmerican/Commercial, Inc. of Charlotte, North Carolina, herein called the mortgagee, pursuant to Promissory Note of even date herewith in the original principal sum of \$100,000.00 and repayable in sixty monthly instalments beginning Dec. 1, 1979 and is a party to a Factoring Agreement with BarclaysAmerican/Commercial, Inc., accepted by BarclaysAmerican/Commercial, Inc. on October 7, 1977.

NOW KNOW ALL MEN, that the mortgagor, for the better securing of the mortgagor's obligations under and pursuant to the Promissory Note and Factoring Agreement, the receipt of the proceeds of the Promissory Note being 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 now existing or hereafter constructed, situate or lying in the State of South Carolina, County aforesaid, and more particularly described as follows:

ALL that piece, parcel, or lot of land, with the buildings and improvements thereon, in the County of Greenville, State of South Carolina, being known and designated as Lots Nos. 3, 4, 5, and 6 of the Property of W.E. McIntyre, a plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book K at Page 4, and having according to a survey recorded in said RMC Office in Plat Book 4E at Page 49, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of U.S. Highway 29 at the northwest intersection of Hillcrest Drive, and running thence with the northern side of U.S. Highway 29, S. 67-30 W. 181 feet to an iron pin; thence with the joint line of Lots Nos. 2 and 3, N. 22-40 W. 199.5 feet to an iron pin; thence with the rear line of Lots Nos. 1 and 2, S. 67-26 W. 203.1 feet to an iron pin in the eastern side of Dill Avenue; thence with the eastern side of Dill Avenue, N. 27-15 W. 248 feet to an iron pin; thence with the joint line of Lots Nos. 6 and 7, N. 77-23 E. 416.6 feet to an iron pin in the western side of Hillcrest Drive; thence with the western side of Hillcrest Drive, S. 4-13 E. 48 feet to an iron pin; thence with the western side of Hillcrest Drive, S. 16-06 E. 76.3 feet to an iron pin; thence with the western side of Hillcrest Drive, S. 26-39 E. 254 feet to the point of beginning.

Together with all of the mortgagor's right, title, and interest in and to those portions of Lots Nos. 4, 5, and 6 which are now included in the right-of-way of Hillcrest Drive. It is the intention of the mortgagor to convey to the mortgagee all of its right, title, and interest in and to any of said property which was used for the widening of Hillcrest Drive. This is the same property acquired by mortgagor by deed of Linda E. Wilhelm, et al as Trustee recorded July 31, 1978 in the RMC Office for Greenville County in Deed Book 1084, Page 193. Together with all and singular the rights, members, hereditaments and appurtenances, to the said premises belonging or in any wise incident or appertaining.

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TO HAVE AND TO HOLD all and singular the said premises unto the mortgagee, its successors and assigns forever.

The mortgagor covenants that it is lawfully seized of the premises in fee simple title, that it has good right and is legally authorized to execute this instrument and that the premises are free and clear of all encumbrances, except for current unpaid taxes and mortgage dated July 28, 1978 to Linda E. Wilhelm and Cynthia M. Strauss, as Trustees for the benefit of Karen J. Strauss, under a declaration of Trust dated August 28, 1970 and filed in Book 1084 at Page 193 of the Office of the Register of Mesne Conveyance for Greenville County. The mortgagor does hereby bind itself to warrant and forever defend all and singular the said premises unto the mortgagee from and against itself and all other persons lawfully claiming or to claim the same or any part thereof.

Provided, always, that if the mortgagor shall perform all obligations under the aforesaid Promissory Note in accordance with the terms and conditions of the same, or any extensions or renewals thereof, and shall pay unto the mortgagee all amounts now or hereafter due under the terms of any present or future agreements with the mortgagee, including the Factoring Agreement, and if the mortgagor shall be otherwise in full compliance with all obligations under the Factoring Agreement, and shall faithfully and promptly comply and perform with each and every other covenant and provision herein, then these presents and the estate hereby granted shall cease, determine and be void.

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