

Mortgagees' Address:

MORTGAGE OF REAL ESTATE—Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C. c/o Robinson, McFadden, Moore & Pope, Attorneys P.O. Box 944 Columbia SC 29202

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED  
CO. S. C.  
2 55 PM '80  
SHERIFF'S OFFICE

BOOK 1497 PAGE 708

WHEREAS, MINER SAW WORKS, INC. BY

(hereinafter referred to as Mortgagor) is well and truly indebted unto ESTHER B. SPROTT, ELLEN M. EASTERBY and HARRIETT G. MINER

(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 Two Hundred Seventy Thousand and No/100 -----

Dollars (\$ 270,000.00) due and payable

as set forth in a note and mortgage from Miner Saw Works to Esther B. Sprott, Ellen M. Easterby and Harriett G. Miner dated May 9, 1973, said mortgage being recorded in the Office of the Clerk of Court for Richland County, South Carolina, in Mortgage Book M312 at Page 720, on May 17, 1973, with interest thereon from the date of per centum per annum, to be paid:

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, Austin Township, and located on the western side of Parkins Mill Road and having the following metes and bounds, according to a plat of property of Miner Saw Works, Inc., prepared by T.H. Walker, Jr., Registered Land Surveyor, dated April 16, 1977.

BEGINNING at an iron pin on the western side of Parkins Mill Road and running thence along the line of the property of Otis C. Raines, Jr. N. 88-00 W. 236.2 feet to an iron pin; thence S. 73-32 W. 330.9 feet to an iron pin on the line of the property of Crane 25.1 feet from a R.R. Spike in the center of Nursery Road; thence N. 69-42 E. 193 feet to an iron pin; thence N. 2014 E. 231.6 feet to an iron pin; thence N. 78-51 W. 109.4 feet to an iron pin on the line of the Property of Martin; thence along the south side of Dirt Road S. 81-19 E. 118 feet to an old iron pin on the line of said Dirt Road; running thence down the center of said Dirt Road N. 83-10 E. 374.6 feet to an old iron pin on the western side of Parkins Mill Road; thence along said Parkins Mill Road S. 5-12 W. 152.4 feet to an iron pin; thence continuing along said Parkins Mill Road S. 1-58 W. 108.9 feet to an iron pin at the beginning corner.

Also, all that certain piece, parcel or lot of land situate, lying and being in Austin Township, Greenville County, South Carolina, on the western side of Mauldin Road and having the following metes and bounds, according to a plat of property of William L. Ward and Kathleen G. Ward dated March 9, 1968 and recorded in the Office of the Clerk of Court for Greenville County in Plat Book XXX at Page 123.

Beginning at an iron pin 25 feet from an iron pin in center of County Road, joint corner with Martin, Crane and Raines property and running thence from center of Dirt Road; thence along said Dirt Road S. 77-52 E. 109.4 feet to an iron pin 15 feet from center of said Dirt Road; thence along a line of Ward property S. 3-10 W. 230.9 feet to an iron pin 25 feet from center of County Road; thence along said County Road S. 70-41 W. 193.0 feet to an iron pin, the beginning corner.

These are the same properties conveyed to the mortgagor by deeds of William L. Ward, et al. and Sam B. Gaines dated July 20, 1977 and recorded in the R.M.C. Office for Greenville County in Deed Book 1060 at Page 880 and Deed Book 1060 at Page 886 respectively.

The within mortgagees will subordinate the lien of this mortgage to the lien of any mortgage executed by the within named mortgagor given to the First Citizens Bank & Trust Co. covering a construction loan not to exceed \$50,000 and further agree to subordinate the lien of this mortgage to a mortgage - Cont.

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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