

Mortgagees' Address:
Route 6 - Maple Dr.
Greenville, SC 29607

1433-307

MORTGAGE OF REAL ESTATE—Offices of Law, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RECORDED
JUL 24 1980
S. C.
WILKINSLEY

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: CENTRAL AMERICA MINING &
PROPERTIES CORP.
(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto JAMES D. PHILLIPS, ELOISE W. PHILLIPS and WILLIE MAE B. PHILLIPS, (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 FORTY THOUSAND AND NO/100--

----- DOLLARS (\$ 40,000.00),
with interest thereon from date at the rate of nine per centum per annum, said principal and interest to be repaid: \$5,000.00 semi-annually plus interest at the rate of 9% per annum on the unpaid balance, the first principal and interest payment being due September 26, 1980 and all subsequent principal and interest payments to be due semi-annually thereafter.

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 western side of U.S. Highway 276 being shown as a tract containing 4.12 acres on a plat of the Property of Gordon Mann dated March 13, 1980, prepared by W. R. Williams, Jr., Surveyor, recorded in Plat Book at page in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the western side of U.S. Highway 276 at the corner of property now or formerly belonging to Red Diamond Oil Inc. and running thence with said property N 76-06 W 36 feet to an iron pin; thence S 66-30 W 173.5 feet to an iron pin; thence N 29-50 W 151 feet to a point near the center of West Road; thence with said road S 66-26 W 381.1 feet to an iron pin at the corner of property now or formerly belonging to Exxon Corporation; thence with the Exxon property S 28-41 E 392.3 feet to an iron pin on the northern side of Cooper Street; thence with Cooper Street N 60-17 E 575.6 feet to an iron pin; thence N 13-59 E 13.8 feet to an iron pin on the western side of U.S. Highway 276; thence with said highway N 29-51 W 146.8 feet to the point of beginning."

This is the same property conveyed to the mortgagee by the mortgagors, to be recorded herewith.

It is understood that the mortgagor shall have the right to remove any and all buildings from the subject property without mortgagees' permission, and the mortgagees' security interest shall be in the land and not the buildings. It is also understood that the mortgagor will not be responsible for any hazard insurance coverage for said buildings.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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THORNTON, ARNOLD & THOMASON
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GREENVILLE, S.C.