

MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE S. C. 29603

MORTGAGE OF REAL ESTATE -

BOOK 1501 PAGE 45

Mortgagee's address: 500 Water Street, Jacksonville, Florida 32202
S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

MARCHBANKS, CHAPMAN & HARTER, P.A.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

111 Toy Street
P. O. Box 10224 FS
Greenville, S. C. 29603

FILED
12 30 PM '80
SUNN
MERSLEY
S.C.

WHEREAS, Eastern Distribution, Inc., a South Carolina corporation, Francis L. Willis and E. H. Segars, Jr., jointly and severally, (hereinafter referred to as Mortgagor) is well and truly indebted unto The Atlantic Land and Improvement Company, a Virginia corporation,

(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 Nine Hundred Fifty Thousand and no/100 Dollars (\$ 950,000.00) due and payable

as provided in said promissory note bearing even date herewith

with interest thereon from _____ date _____ at the rate of 11% 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 and more particularly described as follows:

For point of reference commence at an Old Railroad rail in the northeast line of Commerce Road at its intersection with the southwest line of Seaboard Coast Line Railroad Company's 100-foot wide main tract right of way; running thence North 38° 34' West, along said northeast line of Commerce Road, 735.75 feet to a new iron and the point of beginning: From the point of beginning thus described, run thence northwestwardly along said northeast line of Commerce Road as follows: (i) North 38° 34' West 451.75 feet to a point of curve, (ii) along the arc of a curve to the right having a radius of 1,589.51 feet and a central angle of 21° 09' an arc distance of 586.75 feet to a point of tangent (said curve having a long cord which bears North 31° 10' 30" West, a distance of 583.42 feet) and (iii) North 17° 25' West 342.0 feet; thence North 72° 35' East, 307.0 feet; thence South 38° 25' East, 240.1 feet; thence South 37° 10' East 481.8 feet to a point 57.5 feet southwestwardly, measured at right angles, from the center line of Seaboard Coast Line Railroad Company's main track; thence South 16° 33' East, parallel with said center line 595.25 feet; thence South 59° 33' West, 284.14 feet to the point of beginning; containing 12.587 acres, more or less, being shown on print of survey prepared by Richard B. Haddock, dated December 6, 1979, which print is recorded in the R.M.C. Office for Greenville County in Plat Book 7-4 at Page 7.

This being the same property conveyed to the Mortgagor by deed of The Atlantic Land and Improvement Company and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1124 at Page 275, on April 18, 1980.

RECORDED
MARCHBANKS, CHAPMAN & HARTER, P.A.
12 30 PM '80
SUNN
MERSLEY
S.C.

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 such 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.

5
0045

4328 RV-2