FILED
GREENVILLE CO. S.C.

BOOK 1516 PAGE 400

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 17 10 21 AM '80
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, A.S.C. MEAT IMPORTS, LTD., a Florida corporation,

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. WINSTON LEE, as Trustee for A.G.S. FOOD SYSTEMS, INC., whose address is

(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 SEVENTY THOUSAND FOUR HUNDRED SIX AND 25/100----- ---------- Dollars ($ 70,406.25) due and payable

as per the terms of said note;

with no interest thereon ~~(if any)~~ ~~XXXXXXXXXX~~ ~~payable monthly on the date hereof~~

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, in Gantt Township, in the southeastern area of Donaldson Center and on the north side of Perimeter Road, bounded on the north by lands now or formerly of Greenville Corp., on the east and south by other lands of Donaldson Center, and on the west by Perimeter Road, and being more particularly described as follows:

BEGINNING at an iron pin at the intersection of the center line of Southern Railroad lead track and the northern right-of-way of Perimeter Road, said pin being common corner to lands now or formerly of Greenville Corp. and the herein described tract, and located in the extreme southwestern corner of the herein described tract; thence from the beginning corner and along the lands now or formerly of Greenville Corp. and the center line of the Southern Railroad lead track, N. 62-37 E. 160.2 feet to a point on the center of the track; thence continuing along the lands now or formerly of Greenville Corp. and the center line of the lead track N. 52-24 E. 394.85 feet to an iron pin on the center of the track; thence leaving the railroad track and the lands now or formerly of Greenville Corp. and along a new line through the lands of Donaldson Center S. 29-08 E. 394.05 feet to an iron pin on the center of a 10-inch sanitary sewer line; thence along a new line through lands of Donaldson Center and along the center line of the 10-inch sewer main S. 53-05 W. 377.6 feet to an iron pin on the northern right-of-way of Perimeter Road; thence leaving the sanitary sewer main and along the northern right-of-way of Perimeter Road N. 53-25 W. 430 feet to the point of beginning, and containing 4.15 acres, more or less, and more fully identified by map as surveyed August 25, 1970, by Campbell & Clarkson Surveyors, Inc.

This being the identical property conveyed to the mortgagor by deed of the mortgagee, to be executed and recorded of even date herewith.

This is a second mortgage.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP TAX
28.20

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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