

State of South Carolina

1531-365

Mortgage of Real Estate

County of GREENVILLE

GREENVILLE CO. S.C.  
MAY 6 9 09 AM '81  
DONN...  
TANNER...  
M.C. SLEY

THIS MORTGAGE made this 3rd day of March, 1981

by CRUCIBLE CHEMICAL COMPANY, INC. (Formerly Northwestern Laboratories, Inc.)-----

(hereinafter referred to as "Mortgagor") and given to NATIONAL ACCEPTANCE COMPANY OF AMERICA,

(Formerly National Acceptance Company of the Carolinas)-----

(hereinafter referred to as "Mortgagee"), whose address is 5950 Fairview Road, Charlotte, NC-----

WITNESSETH:

Inc.)  
THAT WHEREAS, Crucible Chemical Company, Inc. (formerly Northwestern Laboratories, Inc.) is indebted to Mortgagee in the maximum principal sum of Three Hundred Thousand and No/100----- Dollars (\$ 300,000.00-----), which indebtedness is evidenced by the ~~Notes~~ <sup>Notes</sup> given pursuant to that certain Loan and Security Agreement dated 9/25/80 ~~dated 9/25/80~~ ~~dated 9/25/80~~ said principal together with interest thereon being payable as provided for in said Note ~~dated 9/25/80~~ ~~dated 9/25/80~~ the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof, and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$300,000.00-----, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that piece, parcel or tract of land, located, lying and being in the County of Greenville, State of South Carolina, located near the end of Operations Court and at the end of an access road on Donaldson Center, containing 1.49 acres, more or less, as shown on survey by Campbell & Clarkson Surveyors, Inc., dated February 9, 1972, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin which is 98 feet from the center line of a 90-foot access road as shown on said plat, and running thence S. 14-54 W., 245.9 feet to an iron pin which is 125 feet from the edge of a taxiway; thence N. 39-09 W., 397.75 feet to an iron pin at the corner of other property of the Mortgagor; thence, along the joint line of other property of the Mortgagor, N. 51-56 W., 204.15 feet to an iron pin near the end of Operations Court; thence S. 38-01 W., 249.65 feet to an iron pin, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of the County of Greenville, South Carolina, and the City of Greenville, South Carolina, recorded in the Greenville County RMC Office in Deed Book 943 at Page 169 on May 11, 1972.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to Piedmont Federal Savings and Loan Association by document recorded in the Greenville County RMC Office in REM Book 1338 at Page 264 on May 2, 1975.

Heretofore a mortgage was delivered to the predecessor to the Mortgagee herein, particularly mortgage dated September 25, 1980, recorded in the Greenville County RMC Office in REM Book 1520 at Page 615 on October 15, 1980. Subsequent to that date, the Mortgagee and the Mortgagor, as successor-in-interest to Northwestern Laboratories, Inc., agreed upon a release of the property previously encumbered. The within mortgage is given in consideration of the release and to secure the original indebtedness set forth above.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).

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