Post Office Box 728, Simpsonville, SC 29681 MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S, C. MORTGAGE OF REAL ESTATE STATE OF SOUTH CAROLINA TO ALL WHOM THESE PRESENTS MAY CONCERN: COUNTY OF GREENVILLE

> GONN . . AN ERSLEY William J. Alexander, 'III and Claudine M. Alexander

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Palmetto Bank

guaranteeing notes of Alexander Machinery, Inc. (hereinafter referred to as Mortgagee) an explanated hands a blance and an explanation which are incorporated herein by reference, in the sum of Three Hundred Thirty Thousand One Hundred Fifty-Six and

The first note of \$280,156.36 due and payable in 60 principal installments of \$4,669.27 each, together with interest on the unpaid principal balance, computed and paid monthly, at a rate equal to the prime lending rate charged by Mortgagee to its regular commercial customers, plus one (1) percent, all payments to be due on or before December 6, 1987, and the second

note of \$50,000.00 to be paid on or before March 7, 1983, with interest thereon at the rate of 13.5 percent per annum to be computed and paid upon maturity.

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, and also in consideration of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, 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 Austin Township, near Simpsonville, at the intersection of Neely Ferry Road and Frontage Road No. 2, containing 3.55 acres, more or less, according to a plat of property of Max M. Heller, prepared by W. R. Williams, Jr., R.L.S., dated June 22, 1977, and recorded in the Office of the RMC for Greenville County in Plat Book 6-E, Page 27, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of Neely Ferry Road and Frontage Road No. 2, and running thence along said Frontage Road the following courses and distances: N. 60-56 E. 181.5 feet to an iron pin; N. 66-13 E. 55.3 feet to an iron pin; N. 75-52 E. 44.7 feet to an iron pin; N. 84-35 E. 45.1 feet to an iron pin; S. 87-03 E. 45.1 feet to an iron pin; S. 78-16 E. 45 feet to an iron pin; S. 69-39 E. 45 feet to an iron pin; S. 61-02 E. 45 feet to an iron pin; S. 50-24 E. 65.9 feet to an iron pin; S. 43-52 E. 102.4 feet to an iron pin at the joint corner of property herein conveyed and property now or formerly of Barbecue King, Inc.; thence turning and running along the line of Barbecue King, Inc., S. 59-17 W. 591.4 feet to an iron pin on the northeastern edge of the right of way of Neely Ferry Road; thence turning and running along Neely Ferry Road, N. 13-24 W. 350.5 feet to the point of beginning.

This property is subject to all restrictions, easements and rights of way, if any, affecting the above described property.

This is the same property conveyed to the mortgagor herein by deed of Max M. Heller, dated July 5, 1977, and recorded on July 5, 1977 in the Office of the RMC for Greenville County, S. C., in Deed Book 1059 at

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-taining, 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 is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and Clawfully 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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WHEREAS,