

MORTGAGE OF REAL ESTATE

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Foster & Mitchell, Attorneys at Law, Greenville, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

MAR 4 10 36 AM '83

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, I, Jack E. Shaw

(hereinafter referred to as Mortgagor) is well and truly indebted unto James B. Snoddy, Daniel M. Salle,
and Fred W. Noblitt, a Partnership(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 Four Thousand and No/100----- Dollars (\$44,000.00) due and payable

as stated therein. Maturity date

with interest thereon from _____ date _____ at the rate of 12% per centum per annum, to be paid: annually

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:

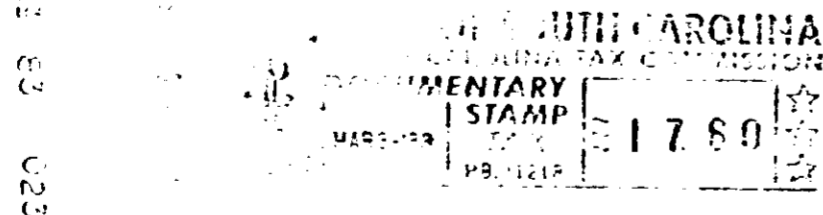
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northwestern side of Wade Hampton Boulevard (Super Highway No. 29) containing 3.21 acres, and being shown as Lot 2 on plat of the property of Jas. M. Edwards, made by R. E. Dalton, Engineers in April, 1939, and being more particularly described by metes and bounds, according to said plat as follows:

BEGINNING at an iron pin on the northwestern side of Wade Hampton Boulevard (Super Highway No. 29) at corner of Tract 1 and running thence N. 47 W. 700 feet to an iron pin, corner of Tract 18; thence with the line of Tract N. 43 E. 200 feet to an iron pin, corner of Tract 3; thence with the line of Tract 3 S. 47 E. 700 feet to an iron pin on the right-of-way of Wade Hampton Boulevard (Super Highway No. 29); thence with the northwest side of said Highway S. 43- W. 200 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of the aforesaid Mortgagees and G. Don Poore dated Feb. 28, 1983, and recorded in the RMC Office for Greenville County simultaneously herewith.

Mortgagor has the right to mortgage the premises hereinabove and Mortgagees agree to subordinate their mortgage in favor of a first mortgage lien on said property and, in that event, this mortgage will become a third mortgage lien.

Subordination is contingent upon the condition that Jack E. Shaw personally own an interest of at least fifty (50%) percent in any entity that may wish to invoke the subordination conditions.



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.

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