

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

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. WILKINSLEY  
R.M.C.

WHEREAS, Universal Equipment Company

(hereinafter referred to as Mortgagor) is well and truly indebted unto Frances M. McDowell, 107 Cannon

Avenue, Fountain Inn, South Carolina

(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 Thousand and No/100ths

Dollars (\$ 40,000.00 ) due and payable

on demand, interest only payable annually

with interest thereon from date at the rate of 12 per centum per annum, to be paid: as above.

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

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, at the westerly corner of Industrial Park, near the City of Greenville, containing 29,150 square feet, on plat of survey for Pleasantburg Industrial Park recorded in the RMC Office for Greenville County in Plat Book DDD, at page 67. Reference to said plat is craved for a metes and bounds description. This being the same property conveyed to the mortgagor by deed of John T. Langston, Sr., and John T. Langston, Jr., recorded in Deed Book 862 at page 588 on February 26, 1969.

ALSO: ALL that certain piece, parcel or lot of land lying and being on the westerly side of Industrial Drive and being shown on a plat entitled Survey for Walter Griffin, made by Piedmont Engineers & Architects, May 9, 1967, and recorded in the RMC Office for Greenville County in Plat Book RRR, at page 31. Reference to said plat is craved for a metes and bounds description. This being the same property conveyed to the mortgagor by deed of John T. Langston, Sr., and John T. Langston, Jr., recorded February 26, 1969, in Deed Book 862 at page 588.

ALSO: ALL that certain piece, parcel or tract of land, situate, lying and being in Greenville County, State of South Carolina, on Industrial Drive as shown on plat of Pleasantburg Industrial Park made by Piedmont Engineering Service, dated January 1962, revised February 1968. Reference to said plat is craved for a metes and bounds description. This being the same property conveyed to the mortgagor by deed of Walter S. Griffin, Walter W. Goldsmith and R. M. Caine dated February 20, 1969, and recorded February 26, 1969, in Deed Book 862 at page 631.

This mortgage is junior in priority to the following mortgages: Mortgage to Southern Bank and Trust Co. recorded December 16, 1982, in Mortgage Book 1589 at page 237, RMC Office for Greenville County in the original amount of \$250,000.00; mortgage to Southern Bank and Trust Co. recorded December 22, 1983 in Mortgage Book 1641 at page 83, RMC Office for Greenville County in the original amount of \$128,035.37; mortgage to John T. Langston, Sr., recorded January 26, 1979, in Mortgage Book 1457 at page 295, RMC Office for Greenville County in the original amount of \$149,500.00 (see also subordination agreement recorded in Book 203 at page 98 making this mortgage a third mortgage).

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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.