

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

FILED
MAR 7 3 51 PM '84
DONNIE ESTIMENTS
SOUTH CAROLINA

WHEREAS, Southern Investments, a General Partnership and Peter Sasso, B. Frederick Stuart and Peter J. Sasso individually (hereinafter referred to as Mortgagor) is well and truly indebted unto S & J Realty, a General 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 Fifty Thousand and no/100----- Dollars (\$50,000.00) due and payable

with interest thereon from March 1, 1984 at the rate of 10/0% per centum per annum, to be paid: every six month from 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

ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 1.67 acres on survey entitled "Property of Southern Investments, a General Partnership" as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 10-k at Page 5 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Spartanburg Street said pin being at the joint front corner of subject property and property now or formerly owned by Austin Brown and running thence N. 82-13 E. 290.35 feet to an iron pin; thence S. 3-48 E. 286.77 feet to an iron pin; thence S. 83-05 W. 246.40 feet to an iron pin; thence N. 12-39 W. 122.55 feet to an iron pin; thence N. 47-21 E. 42.25 feet to an iron pin; thence N. 7-39 W. 50.0 feet to an iron pin; thence N. 67-39 W. 50.0 feet to an iron pin; thence N. 12-39 W. 61.25 feet to an iron pin, the point of beginning.

THIS IS A SECOND MORTGAGE

Mortgagee reserves the right to inspect the subject property at all reasonable times.

It is specifically agreed and understood that should mortgagors convey title to the subject property by General warranty deed, bond for title, recorded or unrecorded or otherwise in any manner convey legal or equitable title to the subject property the entire outstanding principal and interest balance shall become immediately due and payable.

Mortgagee may consent for another individual to assume this mortgage provided however such Consent must be obtained in writing from mortgagee prior to transfer of title. Upon the transfer of title, mortgagee expressly reserves it rights to immediate payment set forth above and further should assumption be consented to mortgagees reserve the right to modify the terms and conditions of the promissory note of even date and the within mortgage, further provided that in the event mortgagee consents to an assumption such assumption shall be without release of the mortgagors herein.

This being the same property conveyed to the Mortgagor's by deed of S & J Realty, a General Partnership by deed of even date recorded herewith.

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 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.