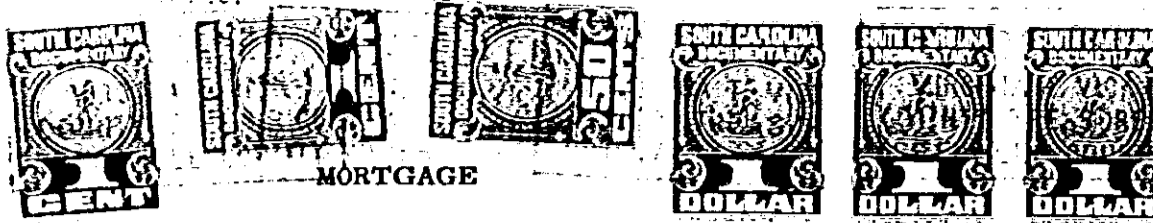


MORTGAGE OF REAL ESTATE—Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE



MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Threatt-Maxwell Enterprises, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Bankers Trust of South Carolina, N.A. (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 Seven Hundred Fifty-eight Thousand Seven Hundred Thirty-five and 84/100 -----

----- DOLLARS (\$ 758,735.84 ),

with interest thereon from date at the rate of "Prime Rate" plus two and one-half (2½%) per cent per annum, due and payable on or before November 21, 1977. "Prime Rate" is defined in the note which this mortgage secures.

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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, lying and being situate on both sides of Mount Vernon Road near the City of Greer, County and State aforesaid, and being more particularly described on plat of the Property of Threatt-Maxwell Enterprises, Inc., prepared by John A. Simmons, RLS, dated October 26, 1972, containing 81.14 acres, more or less, and having the following metes and bounds,, to-wit:

BEGINNING at an iron pin on the southeastern side of Mount Vernon Road and running thence N. 75-17 E. 72.8 feet to an iron pin; thence S. 25-32 E. 853.2 feet to an iron pin; thence N. 50-07 E. 414.3 feet to an iron pin; thence N. 3-50 E. 1151 feet to an iron pin; thence N. 50-17 W. 546.3 feet to an iron pin; thence N. 50-18 W. 194.9 feet to an iron pin; thence N. 50-11 W. 261.5 feet to an iron pin on the western side of Mount Vernon Road; thence running along and with Mount Vernon Road, N. 44-22 E. 225.5 feet to an iron pin; thence continuing along said Road, N. 48-10 E. 543.8 feet to an iron pin; thence N. 47-00 E. 796.7 feet to a point (iron pin back on line at 26.3 feet); thence N. 37-34 W. 1022 feet to an iron pin in branch; thence S. 77-56 W. 499.2 feet to an iron pin; thence S. 40-07 E. 87.4 feet to an iron pin; thence S. 18-02 W. 337 feet to an iron pin; thence N. 71-45 W. 236.5 feet to a point in Windsor Road (ironpin back on line 17.4 feet); thence running along and with Windsor Road, S. 22-41 W. 170 feet; S. 9-19 W. 70 feet, and S. 19-27 W. 590 feet to a point in said road; thence S. 36-15 W. 210.8 feet to an iron pin; thence N. 74-14 W. 117.8 feet to an ironpin; thence N. 82-05 E. 35.6 feet to an iron pin in the center line of a gully; thence N. 61-17 E. 102 feet to an iron pin; thence N. 25-35 E. 68 feet to an iron pin; thence N. 56-11 E. 63.2 feet to an iron pin; thence S. 33-25 W. 127.9 feet to an iron pin; thence S. 87-42 E. 84.5 feet to an iron pin; thence N. 53-43 E. 178.2 feet to an iron pin; thence S. 7-54 W. 340.8 feet to an iron pin; thence S. 7-54 W. 340.8 feet to an iron pin; thence S. 8-09 W. 308 feet to an iron pin at the rear corner of lot presently owned by J. Verne Smith; thence S. 79-06 E. 292.5

(continued on back of mortgage)

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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