MORTGAGE OF REAL ESTATE -

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS.

Pat-Real Company, A Partnership

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

Pat-Chem, Inc.

(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 Two hundred forty-three thousand three hundred fifty and 75/100-----Dollars (\$ 243,350.75) due and payable in two hundred forty (240) monthly installments of Three thousand twenty-six and 12/100 (\$3,026.12) dollars-----

with interest thereon from

at the rate of 14%

per centum per annum, to be paid:

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, near the City of Greenville, situate on the southeasterly side of the original single track railroad of Atlanta and Charlotte Airline Railway Company (now used for a spur track by the Southern Railway Company) and on the southwestern side of the Worley Road, having according to a plat thereof made by Dalton & Neves, Engineers, March 26, 1953, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of the Worley road, which iron pin is 471.5 feet in a northwestern direction from the intersection of said Worley Road and Rutherford Road and at the joint corner of the property of Model Homes, Inc. and the property of W. H. Balentine, and running thence along the line of property of W. H. Balentine, S. 39-59 W. 100 feet to an iron pin; thence continuing with a line of the property of W. H. Balentine, S. 42-26 W. 100 feet to an iron pin at the corner of property belonging to Southern Railway Company; thence along the line of the property of Southern Railway Company, N. 43-40 E. 77 feet to an iron pin, which iron pin is 23 feet southeastwardly from the center of the present spur line track of Southern Railway Company; thence in a northeasterly direction parallel with and at all points 23 feet southeastwardly from the center line of the spur line of the Southern Railway, N. 42-17 E. 100 feet to an iron pin; thence continuing in a northeasterly direction, parallel with and at all points 23 feet southeastwardly from the center line of the spur line of the Southern Railway Company, N. 39-17 E. 115.9 feet to an iron pin on the southwesterly side of Worley Road; thence along the southwesterly side of Worley Road, S. 32-16 E. 84 feet to an iron pin at the point of beginning.

This is the same property conveyed to the mortgagee herein by deed from Model Homes, Inc. dated June 29, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1038 at page 789.

ALSO, all that certain parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in Northwood Industrial Park on the southwesterly side of Worley Road near the City of Greenville, South Carolina and having according to a plat of property of Dorothy G. McBee recorded in the RMC Office for Greenville County, South Carolina, in Plat Book EEE, page 135, the following metes and bounds, to-wit:

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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 heireinabove described in fee simple absolute, that it has good right and is The Mortgagor covenants that it is tawfully serzed of the premises are free and clear of all liens and encumbrances except as provided at 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 to the Mortgages forever from and 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. GREENVILLE OFFICE SUPPLY CO. INC.

AND THE PERSON AND A