

Mann, Foster & Richardson, Attorneys at Law, Greenville, S.C.

JAN 17 10 47 AM '74

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

SUNNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Teachey Mechanical, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. Robert Martin

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Hundred Twelve Thousand Six Hundred Twenty Five and 10/100 Dollars (\$ 212,625.00) due and payable

as stated therein, with maturity date on or before the 19th day of March, 1980,

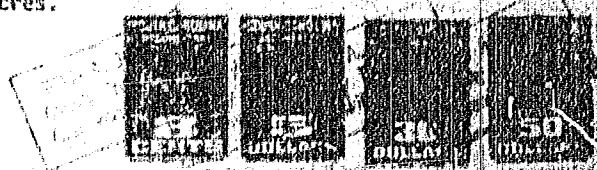
with interest thereon from date of the note at the rate of Seven per centum per annum, to be paid as stated in said note

WHEREAS, the Mortgagee 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 purpose:

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee may be indebted to the Mortgagee at any time for advances made to or for the payment by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagee at and before the making and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and related, and by these presents does give, grant, sell and release unto the Mortgagee, its successors and assigns:

All that piece, parcel or tract of land located in the County of Greenville, State of South Carolina, and more fully described according to a plat entitled "Property of J. R. Martin", dated November, 1973, and recorded in the RMC Office for Greenville County in Plat Book 42/9, at Page 65, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the right-of-way of U. S. Highway No. 276, joint front corner of property owned by Seller and property now or formerly belonging to Trumax, Inc., and running thence along right-of-way of U. S. Highway 276, S. 41-04 E. 1,387.1 feet to a point; thence running N. 48-56 E. 756 feet to an iron pin; thence running N. 41-54 W. 450.1 feet to a point on a branch (old run of branch or line); thence following branch S. 20-20 W. 109.5 feet along said branch to a point; thence running S. 0-02 E. 194 feet to a point on said branch; thence running S. 15-48 W. 88.8 feet to center of Harrison Bridge Road; thence continuing along the center of Harrison Bridge Road, N. 69-13 W. 128.3 feet to a point; thence with said Road, W. 58-17 W. 154.2 feet to a point; thence N. 61-47 W. 100 feet to a point; thence N. 67-16 W. 100 feet to a point; thence N. 73-12 W. 100 feet to a point; thence N. 75-42 W. 214.5 feet along said Road to a point; thence with said Road N. 76-24 W. 697.25 feet to a point; thence continuing with said Road N. 78-07 W. 143.9 feet to a point; thence continuing with said Road N. 78-07 W. 143.9 feet to a point; thence running N. 10-09 W. 1,078.9 feet to an iron pin at the corner of property of Seller and property now or formerly belonging to Trumax, Inc.; thence running N. 88-37 E. 1,357.4 feet to an iron pin on the right-of-way of U. S. Highway No. 276, the point of beginning. Said tract contains 63.25 acres.



Together with all and singular rights, members, benefits, and appurtenances to the same belonging in any way incident or appurtenant, and of all the rents, issues, and profits which may come or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter installed, 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 Mortgagee covenants that it is lawfully seized of the premises hereinafore 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 Mortgagee 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants hereto. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness then amount does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and such to be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy covering the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.