

Mortgagee's address: 912 Poinsett Highway, Greenville, S. C. 29608  
MORTGAGE OF REAL ESTATE -

BOOK 1443 PAGE 750

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Goodwill Industries of Upper South Carolina, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto P. L. Bruce Company, a Limited 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

Two Hundred Thousand and 00/100-----Dollars (\$ 200,000.00 ) due and payable  
according to note of even date

with interest thereon from date at the rate of nine-1/2 per centum per annum, to be paid monthly

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

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville as is more fully shown on a survey for P. L. Bruce Company dated July 26, 1978 prepared by Carolina Surveying Company, recorded in the RMC Office for Greenville County in Plat Book 6-P at Page 100, and having according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the eastern side of Poinsett Highway-U. S. Highway 25 and 276 at the intersection of Clayton Street and running thence with the eastern edge of Poinsett Highway-U. S. Highway 25 and 276, N. 3-49 W. 139.8 feet to an iron pin; running thence N. 59-43 E. 76.4 feet to a point; running thence S. 4-00 E. 49 feet to a point; running thence N. 58-13 E. 16 feet to a point; running thence S. 31-47 E. 15.7 feet to a point; running thence N. 58-13 E. 64.5 feet to a point; running thence N. 32-15 W. 8.9 feet to a point; running thence N. 41-46 E. 19.9 feet to a point; running thence N. 58-13 E. 14.8 feet to a point; running thence S. 47-12 E. 15 feet to a point; running thence S. 5-28 E. 70.7 feet to a point on the northern side of Clayton Street; running thence with the northern side of Clayton Street S. 58-30 W. 206 feet to the point of beginning.

Also all that certain piece, parcel, or tract of land shown on the aforesaid plat lying between the eastern edge of the above described property and the western edge of Old Paris Mountain Road and all the right title and interest of grantor, if any, in and to Old Paris Mountain Road adjacent to the Twelve (12) parking spaces shown on the aforesaid plat.

Together with an exclusive easement for parking in the eight (8) parking spaces adjacent to the northern edge of the aforesaid property as shown on the aforesaid plat together with a non-exclusive easement over and across the other property of grantor adjacent to said parking spaces for the ingress and egress of automobiles to said parking spaces. Grantor, its successors and assigns, shall maintain the aforesaid parking spaces and such area adjacent to said spaces as may be necessary for automobiles to have ingress and egress to said parking spaces in good condition and repair at all times. Also together with an exclusive easement for parking in the Twelve (12) parking spaces shown on the aforesaid plat located between the eastern edge of the right-of-way of Old Paris Mountain Road and the western side of the fence on the property of P. L. Bruce Company.

Being the same property conveyed to the mortgagor by the mortgagee by deed of even date to be 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 such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

UN 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.

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