

executive line

FILED
GREENVILLE CO. S. C.

Prepared By
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This Mortgage Deed

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.)

Executed the 5th day of December A. D. 1979
by

KIEFER G. TUCKER, JR., as Trustee and Individually

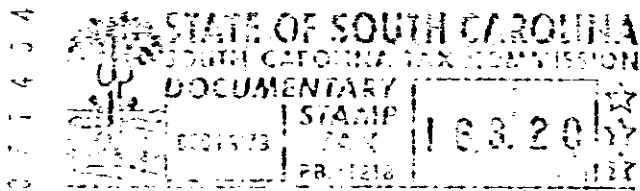
hereinafter called the Mortgagor, to J.E. FONTAINE and F. T. RICE d/b/a
CHICK HAMPTON COMPANY

hereinafter called the Mortgagee.

Witnesseth, that for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said Mortgagor, does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee, in fee simple, all that certain tract of land, of which the said Mortgagor is now seized and possessed, and in actual possession, situate in Greenville County, State of South Carolina, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

BE BEGINNING AT THE POINT OF BEGINNING OF THE TRACT OF LAND DESCRIBED IN THE PROMISSORY NOTE OF EVEN DATE HEREWITH, HEREINAFTER DESCRIBED, THE SAID MORTGAGOR DOES GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY AND CONFIRM UNTO THE SAID MORTGAGOR, IN FEE SIMPLE, ALL THAT CERTAIN TRACT OF LAND, OF WHICH THE SAID MORTGAGOR IS NOW SEIZED AND POSSESSED, AND IN ACTUAL POSSESSION, SITUATE IN GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, DESCRIBED AS FOLLOWS:



THIS IS A PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT. This Mortgage shall be construed as a "SECURITY AGREEMENT" within the meaning of the Uniform Commercial Code as adopted in the State of South Carolina with respect to the personal property and fixtures of Mortgagor (Debtor) now or hereafter located upon or used in connection with the operation of the above described property and the improvements thereon.

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee in fee simple.

And said Mortgagor does covenant with said Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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