STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

UNITED MACHINE WORKS, INC.

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

Hubert E. Nolin

(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

THREE THOUSAND AND NO/100 ------ Dollars (\$ 3,000.00) due and payable

\$300.00 each three months from date, plus interest, until paid in full, commencing June 5, 1975 and a like sum each three months from date, plus interest until paid in full

with interest thereon from

date

at the rate of

per centum per annum, to be paid: QUARTERLY

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, containing 28 acres, more or less, according to a plat of property of W. B. Allen Estate and William C. Allen prepared by C. O. Riddle and having, according to a survey prepared for Celestine P. Bailey by Carolina Engineering and Surveying Company, Feb. 3, 1969, the following metes and bounds, to wit:

BEGINNING at a point in the center of Old Buncombe Road (abandoned) and in line of property now or formerly of Goodwin and running thence with the center of said road the following courses and distances: S. 37-12 E. 120 feet, S. 30-12 E. 82 feet, S. 19-47 E. 100 feet, S. 18-34 E. 200 feet; S. 0-31 W. 155.2 feet, S. 25-58 W. 90.5 feet, S. 39-43 W. 85 feet and S 0-25 E. 75 feet to a point at the intersection of said road and a County Road; thence with the center of the County Road, the following courses and distances: S. 79-50 W. 320.3 feet, S. 82-11 W. 425.6 feet, S. 88-33 W. 100 feet, S. 80-29 W. 100 feet, S. 69-23 W. 100 feet and S. 74-28 W. 200 feet; thence N. 15-0 W. 949.5 feet to an iron pin in line of property now or formerly of Goodwin; thence with the Goodwin line N. 85-15 E. 1106.9 feet to a point; thence N. 78-04 E. 268 feet to the point of beginning.

ALSO: All that piece, parcel or tract of land adjoining the above described property containing 11.3 Acres, more or less and being a portion of a 34 acre tract, more or less, as shown on a plat of the property of W. B. Allen Estate and William C. Allen prepared by C. O. Riddle and having the approximate following courses and distances, to wit:

BEGINNING at a point in the center of a county road in line of the tract hereinabove described and running thence with the line of said tract, N. 15-00 W. 949.5 feet to an iron pin in line of property now or formerly of Goodwin; thence S. 85-15 W. 355 feet to a sourwood; thence S. 70-00 W. 200 feet, more or less, to a point; thence S. 13-15 E. 1036.3 feet to a point in the center of the county road; thence with the center of said road, N. 75-53 E. 111.3 feet and N. 79-16 E. 422 feet to the point of beginning.

Being the same property conveyed to the Mortgagor herein by deed of Celestine P. Bailey dated March 4, 1975.

This is a second mortgage, Junior only to one executed on March 4, 1975 to Southern Bank and Trust Company, Piedmont, S. C.



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 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

328 RV-2