

MORTGAGE OF REAL ESTATE

VOL 1665 PAGE 948

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE, S.C. MORTGAGE OF REAL ESTATE
JUN 1 3 35 PM '84
DANIEL INTERNATIONAL CORPORATION
R.M.C.

WHEREAS, BOB JONES COMPANY, INC.

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

(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

FIFTY THOUSAND AND NO/100----- Dollars (\$ 50,000.00) due and payable

with interest thereon from _____ date _____ at the rate of Thirteen(13%) per centum per annum, to be paid: as provided in said Note

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 _____

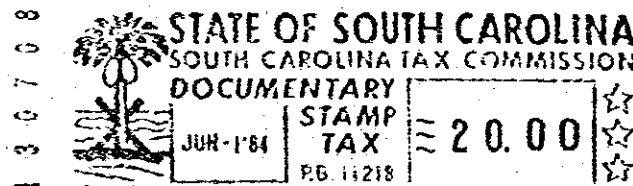
All that piece, parcel or tract of land, situate, lying and being on the Northwestern side of Arcadia Drive, in the City of Greenville, County of Greenville, State of South Carolina, as shown on plat entitled "Survey for Daniel International Corp.", dated January 21, 1982, prepared by Freeland & Associates, recorded in the RMC Office for Greenville County in Plat Book 8-V at Page 73, and having, according to said plat, and also according to a more recent plat entitled "Survey for Bob Jones Company, Inc.", dated May 30, 1984, prepared by Freeland & Associates, the following metes and bounds, to-wit:

BEGINNING at a nail and cap on the Northeastern edge of the right of way for Arcadia Drive at the joint front corner of the premises herein described and property now or formerly of William B. Schoolfield, and running thence with the line of the said Schoolfield property N. 61-00 E., 312.80 feet to a nail and cap in the right of way for a Southern Railway spur track; thence with the line of said spur track, S. 29-02 E., 189.78 feet to a nail and cap; thence with the line of property now or formerly of Bob Jones and Gloria U. Jones, S. 61-02 W., 304.61 feet to a nail and cap on the Northeastern edge of the right-of-way for Arcadia Drive; thence with the Northeastern edge of the said right-of-way for Arcadia Drive, N. 31-30 W., 189.40 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by Deed of Daniel International Corporation, recorded in the RMC Office for Greenville County in Deed Book 1214 at Page 134 on June 1, 1984.

This Mortgage being junior in lien to that certain Mortgage given to Greenville National Bank in the original amount of \$400,000.00, recorded in the RMC Office for Greenville County in Mortgage Book 1665 at Page 946 on June 1, 1984.

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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 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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