

ADDRESS: Rt. 8 Box 78  
Greenville, S.C. 29611

MORTGAGE CORPORATION FORM ~~XXXXXXXXXX~~ Greenville, S.C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

FILED  
GREENVILLE CO. S.C.

Dec 28 2 37 PM '84

MORTGAGE OF REAL ESTATE VOL 1696 PAGE 409

TO ALL WHOM THESE PRESENTS MAY CONCERN:  
DONNIE S. TANKERSLEY  
R.M.C.

WHEREAS, Covil Corporation (a South Carolina Corporation) , a corporation organized and existing under the laws of the State of South Carolina. (hereinafter referred to as Mortgagor) is well and truly indebted unto Russell L. Johnson

Employment Agreement dated July 2, 1984 with Russell L. Johnson, the terms of which are incorporated herein by reference, (hereinafter referred to as Mortgage) as evidenced by the Mortgagor's ~~commission note of record~~ in the sum of: Two Hundred Ten Thousand and no/100 ~~-----~~ Dollars (\$210,000.00) due and payable as provided for under the terms and conditions of said ~~note~~ Employment Agreement dated July 2, 1984 and made a part hereof as though they set forth herein, ~~with certain other provisions from the note of record~~ which are incorporated herein by reference to be paid as provided for in said ~~note~~ Employment Agreement dated July 2, 1984; and,

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:

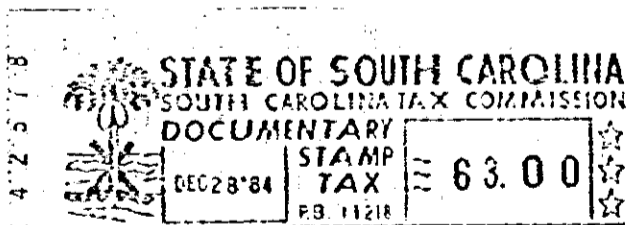
ALL those pieces, parcels or tracts of land in the State of South Carolina, County of Greenville and being described more fully on the attached Exhibit A.

The above property is the same property conveyed to the mortgagor by deed of Yvonne W. Wells and Charles F. McWhorter as Trustees under the Revocable Trust Agreement of Palmer Covil dated March 1, 1979, said deed being recorded in Deed Book 1207 at Pages 160 - 163 on February 29, 1984.

The default and release provisions of the Employment Agreement between Covil Corporation and Russell L. Johnson dated July 2, 1984 are incorporated as a part of the terms of this mortgage along with all other provisions of said Employment Agreement and shall govern the enforcement and release of this mortgage.

In addition to the provisions of said Employment Agreement, if Mortgagor pledges other collateral satisfactory to Mortgagee (cash is deemed acceptable), with a value at least equal to the debt owed hereunder less any payments to Mortgagee or for his benefit to the date of release, Mortgagee agrees to release this mortgage to the extent of such substituted collateral.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

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