First Mortgage on Real Estate

OLLIE FACTOMORTH MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Berry's, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Twenty-Four Thousand and No/100 - - - - - - - - - - - - - - - DOLLARS (\$ 24,000.00), with interest thereon at the rate of Six per cent per annum as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the final maturity of which is 15 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, being known and designated as a portion of the Property of Berry's, Inc. by C. O. Riddle, R.L.S. dated February 1965 and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the southwestern side of Laurens Road (U.S. 276) the joint front corner of property of mortgagor and Lena Tolbert and running thence with said Laurens Road S. 24-56 E. 97.5 feet to an iron pin; thence continuing with the said Laurens Road S. 26-49 E. 50 feet more or less to an iron pin; thence with a new line through the property of Berry's Inc. in a southwesterly direction 260 feet more or less to an iron pin; thence N. 50-32 W. 129.7 feet to an iron pin in line of property now or formerly of Lena Tolbert; thence with Tolbert property N. 44-27 E. 322.4 feet to an iron pin on Laurens Road, the point of beginning.

Being the same property conveyed to the Mortgagor by deed recorded in Deed Book 767 at Page 297.

J. Furman Berry is authorized by the Board of Directors of Berry's, Inc. to sign the within mortgage of the corporation

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

AND CANCELLED OF RECORD

15 DAY OF DOV. 1972

Clicabeth Riddle

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 2:45 O'CLOCK P. M NO 14592

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK. 1/ PAGE 654