

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
10 30 AM '78

MORTGAGE OF REAL ESTATE

BOOK 1439 PAGE 702

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Clayton Brown Furniture Manufacturing, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Linda E. Wilhelm and Cynthia M. Strauss, as Trustees for the benefit of Karen J. Strauss, under a declaration of Trust dated August 28, 1970 (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 One Hundred Ten Thousand and No/100-----

Dollars (\$110,000.00) due and payable

as stated in the mortgagor's promissory note

with interest thereon from date at the rate of 8 1/2% per centum per annum, to be paid:

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 lot of land, with the buildings and improvements thereon, in the County of Greenville, State of South Carolina, being known and designated as Lots Nos. 3, 4, 5, and 6 of the Property of W.E. McIntyre, a plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book K at Page 4, and having according to a survey recorded in said RMC Office in Plat Book 4E at Page 49, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of U.S. Highway 29 at the northwest intersection of Hillcrest Drive, and running thence with the northern side of U.S. Highway 29, S. 67-30 W. 181 feet to an iron pin; thence with the joint line of Lots Nos. 2 and 3, N. 22-40 W. 199.5 feet to an iron pin; thence with the rear line of Lots Nos. 1 and 2, S. 67-26 W. 203.1 feet to an iron pin in the eastern side of Dill Avenue; thence with the eastern side of Dill Avenue, N. 27-15 W. 248 feet to an iron pin; thence with the joint line of Lots Nos. 6 and 7, N. 77-23 E. 416.6 feet to an iron pin in the western side of Hillcrest Drive; thence with the western side of Hillcrest Drive, S. 4-13 E. 48 feet to an iron pin; thence with the western side of Hillcrest Drive, S. 16-06 E. 76.3 feet to an iron pin; thence with the western side of Hillcrest Drive, S. 26-39 E. 254 feet to the point of beginning.

Together with all of the Mortgagors' right, title, and interest in and to those portions of Lots Nos. 4, 5, and 6 which are now included in the right-of-way of Hillcrest Drive. It is the intention of the Mortgagors to convey to the Mortgagees all of their right, title, and interest in and to any of said property which was used for the widening of Hillcrest Drive.

The Mortgagee agrees to release from the lien of this mortgage such portion of the property described above which shall be required as security for a mortgage of the Mortgagors to finance the enlarging of the existing building or the construction of an additional building on such released portion, provided that the Mortgagee, in its sole discretion and in discharge of its fiduciary status, shall determine that such release is in fact required; that the property remaining subject to this mortgage shall constitute adequate security under this mortgage; that the lien and priority of this mortgage shall not in any manner be jeopardized or adversely affected by such release; and that the Mortgagors shall, at the Mortgagee's request, provide such other security in place of the released property which the Mortgagee may consider necessary to replace in value and quality the released property, including but not limited to a second mortgage upon the released property.

Together with all and singular rights, members, hereditaments, 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.

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.

THIS is the same property conveyed to the mortgagors herein by deed of mortgagees as recorded in the RMC Office for Greenville County, S.C. in Deed Book 1084 at Page 193 on July 31, 1978.

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