

MORTGAGE OF REAL ESTATE—Office of Lave, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C. Mortgagee's mailing address: Drawer L, Fort Mill, S.C. 29715

4 31 PK 182

STATE OF SOUTH CAROLINANA COUNTY OF GREENVILLE

RSLEY MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: COMMERCIAL EQUIPMENT COMPANY, INC., A NORTH CAROLINA CORPORATION

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

WHEREAS, the Mortgagor is well and truly indebted unto OWSLEY ENTERPRISES, A PARTNERSHIP

with interest thereon from date at the rate of 13.50% per centum per annum, said principal and interest to be repaid: at the rate of Two Thousand Four Hundred Twenty Seven and 86/100ths (\$2,427.86) Dollars per month, including principal and simple interest, computed at the rate of 13.50% per annum on the unpaid balance, the first monthly payment to be due May 1, 1982 and a like payment to be due on the first day of each month thereafter for a period of five (5) years, at the end of which time, the entire unpaid balance shall become due and payable. The aforestated monthly payment was determined through amortization over a fifteen (15) year period, with a balloon payment at the end of five (5) years. The mortgagor reserves the right to prepay any or all of the unpaid balance at any time without prepayment penalty.

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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,

ALL that certain piecel parcel of tract of land, situate on the western side of S.C. Highway #14, and on the southeastern side of Phillips Rpad in the County of Greenville, State of South Carolina, being shown as a Tract containing 3.49 acres on a plat of the property of Commercial Equipment Co., Inc., dated March 12, 1982 prepared by Freeland and Associates, recorded in Plat Book 8-Z at Page 17 in the RMC Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of S.C. Highway \$14 at the corner of property now or formerly belonging to Taylor, and running thence with the Taylor property N 54-45 E 579.13 feet to an iron pin on the southeastern side of Phillips Road; thence with said road N 32-06 E 226.42 feet to an iron pin; thence still with said road N 30-16 E 182.66 feet to an iron pin at the intersection of Phillips Road and S.C. Highway \$14; thence with S.C. Highway \$14 the following courses and distances: S 40-53 E 80.65 feet; S 35-38 E 70.58 feet, S 31-08 E 91.54 feet, S 25-49 E 89.59 feet, S 20-36 E 92.18 feet, S 16-01 E 75.53 feet, S 11-38 E 76.71 feet, S 7-01 E 68.31 feet, and S 1-45 E 104.70 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of the mortgagee dated and recorded of even date herewith.

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.

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