MORTGAGE OF REAL ESTATE-Office of Wyeffe, Burgess, Freeman & Parham, P.A. Greenville, S. C.

BOOK 1450 PAGE 602

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

P. C. Car 1440 7 11 12 12

Х

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

F. H. GILLESPIE

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

WHEREAS, the Mortgagor is well and truly indebted unto The Citizens & Southern National Bank of South Carolina (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's processors note of even date herewith.

of Davis Mechanical Contractors, Inc.,

Seven Hundred Fifty Thousand -------DOLLARS (\$ 750,000.00) with interest thereon from date at the rate of 1 per centum per annum, said principal and interest to be repaid as friends provided in said note.

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 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

TRACT 1: All that certain piece, parcel of lot of land situate, lying and being in Greenville County, State of South Carolina, as shown on a plat, entitled Property of H. Hoke Smith, prepared by C. O. Riddle, dated January 15, 1971, and recorded in the Office of the R.M.C. for Greenville County in Plat Book 4U at page 60, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southerly side of Pelham Road, joint front comer of property described herein and other property, now or formerly, of Davis Mechanical, and running thence along the Southerly side of Pelham Road, N 83-55 W 621.5 feet to an iron pin; thence S. 18-28 W. 379.88 feet to an iron pin; thence along an arc having a radius of 741.25 feet, the chord of which is S. 25-58 W. 193.42 feet to an iron pin; thence S. 33-28 W. 225.2 feet to an iron pin; thence S. 60-15 E. 509.68 feet to an iron pin; thence S. 29-45 W. 850.6 feet to a point in the center line of Rocky Creek; thence with the center line of Rocky Creek the following courses and distances:

(1) S. 68-00 E. 473.5 feet; (2) N. 89-45 E. 100 feet; (3) N. 63-20 E. 80 feet;

(4) N. 6-30 E. 50 feet; (5) N. 54-40 E. 171.2 feet; thence leaving the center line of said creek, and running N. 5-57 E. 1,649.5 feet to an iron pin on the Southerly side of Pelham Road, the point of BEGINNING.

ALSO

ALL that certain piece, parcel or lot of land containing 9.8 acres more or less situate, lying and being in Greenville County, State of South Carolina, as shown as Parcel B on plat entitled "Property of F. H. Gillespie" prepared by C. O. Riddle, R.L.S., dated 6/75, revised 11/77, and recorded in the R.M.C. office in Plat Book 64 at page 28.

This is the same Property conveyed to the Mortgagor by H. Hoke Smith by deed dated 8-9-72 and recorded 8-16-72 in the R.M.C. Office for Greenville County, S. C. in Deed Book 952, at page 159; conveyed to the Mortgagor by deed dated 9-15-70 and recorded 9-17-70 in the R.M.C. Office for Greenville County, S. C., in Deed Book 898, at page 481; and also a portion of the property conveyed to Morgagor by deed dated 9-15-70 and recorded 9-17-70 in the R.M.C. Office for Greenville County*

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 of 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.

 * See Exhibit A attached.

4328 RV-2 5

Contract of the