

FILED GREENVILLE CO. S. C. REAL ESTATE MORTGAGE

SEP 27 1 59 PM '79 DONNIE S. TANKERSLEY R.M.C.

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, _____ the said Saurer Corporation Textile Machinery hereinafter called Mortgagor, in and by that certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of Five Hundred Sixty Thousand and no/100----- Dollars (\$560,000.00), with interest thereon payable in advance from date hereof at the rate of 10.5 % per annum; the principal of said note together with interest being due and payable in (84) _____

monthly installments as follows:

(Monthly, Quarterly, Semiannual or Annual)

Beginning on May 31, 1980, and on the same day of each monthly period thereafter, the sum of Nine thousand four hundred forty-one and 48/100----- Dollars (\$9,441.48)

and the balance of said principal sum due and payable on the 30th day of April, 1987.

Quarterly payments of interest only between April 30, 1979 and April 30, 1980
The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of 10.5 % per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 2 on plat entitled "Burress Park, Section One", prepared by Freeland & Associates and recorded May 25, 1978 in Plat Book 6H at Page 45 in the RMC Office for Greenville County, S. C. and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Forklift Court and running with the line of property now or formerly of J. W. Burress, Incorporated S. 36-33 E. 425 feet to an iron pin on the line of the right-of-way of Interstate 85; thence running with the line of said right-of-way S. 53-23 W. 325 feet to an iron pin, the joint rear corner of Lots No. 1 and 2; thence running with the joint line of said lots N. 36-33 W. 445 feet to an iron pin; thence running with the joint line of Lots No. 2 and 3 N. 42-21 E. 270.40 feet to an iron pin on the southern side of Forklift Court; thence continuing with the southern side of said Court S. 76-19 E. 93.28 feet to the point of beginning.

For deed into mortgagor see deed from J. W. Burress, Incorporated, recorded June 8, 1978 in Deed Book 1080 at page 714.

Mortgagee's address: Camperdown Way, Greenville, SC 29601

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