WHEREAS. PITTMAN'S TEXTILE MACHINERY AND SUPPLY COMPANY, INC.

(hereinalter referred to as Mortgagor) is well and truly Indebted unto REAL ESTATE FUND INVESTMENT TRUST

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's premissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of FIFTY SEVEN THOUSAND FIVE HUNDRED AND NO/100

in six yearly installments with the first five installments of \$10,000.00 plus accrued interest and the sixth and final installment being \$7,500.00 plus accrued interest. Payments to begin on anniversary date of this note and due on the same date of each year thereafter until paid in full.

With interest thereen from date at the rate of NINE per centum per annum, to be paid: YEARLY

WHEREAS, the Mertgagor 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 aforesaic 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 Mortgage 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 gaid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, said and released, and by these presents does grant, bargain, self and release unto the Mortgagee, its successors and essigns:

**ALL that certain piece, parcel or let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as property of Woodruff Oil and Fertilizer Company, Inc. prepared by Carolina Engineering and Surveying Company dated June 8, 1965 and recorded in the RMC Office for Greenville County in Plat Book 7-L, Page 1, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in an old abandoned railroad bed and running thence with said abandoned railroad bed S. 58-16 W., 334.3 feet to a point; thence continuing with said abandoned railroad bed S. 60-05 W., 163.8 feet to a point; thence S. 63-44 W., 175.0 feet to a point; thence still with said abandoned railroad bed S. 75-29 W., 200.0 feet to a point; thence still with said abandoned railroad bed S. 79-35 W., 111.0 feet to a point; thence turning and running N. 4-00 W., 260.3 feet to a point at a cemetary; thence turning and running around said cemetary N. 78-52 E., 45.3 feet to a point; thence N. 29-25 W., 22.4 feet to a point; thence S. 76-50 W., 33.2 feet to a point; thence N. 4-00 W., 208.8 feet to a point; thence S. 89-57 E., 200.0 feet to a point; thence S. 86-18 E., 165.2 feet to a point; thence S. 82-15 E., 562.5 feet to a point, the point of beginning.

This is the identical property conveyed to the mortgagor by deed of Real Estate Fund Investment Trust to be recorded on even date herewith.

Mortgagee's Address:

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Together with all and singular rights, members, herditaments, and opportenences to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 coverants that it is tamfully seized of the premises hereinabove described in fee simple absolute, that it has good right hand is laufully authorized to sell, coavay or encumber the same, and that the premises are free and clear of all liens and encumbrances except as previded herein. The Mortgagor further covenants to warrant and forcests defend all and singular the said premises unto the Mortgagor fortgagor for and all persons whomstever famility claiming the same or any part thereof.

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