Mortgagee's Address: Louisson Rol, Garager,) (

STATE OF SOUTH CAPOLINA COUNTY OF GREENVILLE

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MORTGAGE OF REAL ESTATE

BOON 1517 PAGE 360

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RSLEY

WHEREAS, Southern Investments, a Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted un to Hayes Machinery, Inc.

as per the terms of that promissory note dated July 16, 1981

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

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, City of Greenville, on the easterly side of South Hudson Street, known as the Property of C. C. Coleman, Jr. as shown on plat prepared by Dalton & Neves Engineers, following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of South Hudson Street which iron pin is on the line of the property of Seaboard Coastline Railway and running thence along said line South 58-28 East 321.4 feet to an iron pin; thence South 28-49 West 185.3 feet to an iron pin; thence North 63-06 West 200.8 feet to an iorn pin; thence North 61-25 West 120.8 feet to an iron pin on the easterly side of South Hudson Street; thence along said street North 28-57 East 207.7 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of the mortgagee and recorded herewith.

THIS IS A SECOND MORTGAGE

BOCUMENTARY STAMP = 92.72

Together with all and singular rights, members, herditaments, and appurtegances 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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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