

MORTGAGE OF REAL ESTATE BY A CORPORATION - Office of P. Bradley Morrah, Jr., Attorney at Law, Greenville, S. C.
GREENVILLE COUNTY, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NOV 20 4 34 PM '81
DONN S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE BY A CORPORATION
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DIXIE TRUCK LIFT MAINTENANCE, INC.

a corporation chartered under the laws of the State of South Carolina
(hereinafter referred to as Mortgagor) is well and truly indebted unto

W W OF GREENVILLE, its successors and assigns forever,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

FORTY-FIVE THOUSAND AND NO/100-----Dollars (\$ 45,000.00--) due and payable

in the sum of \$645.62 on January 1, 1982; thereafter in equal monthly installments of \$645.62 on the first day of each succeeding calendar month, with the final payment owing ten years from date; payments applied first to interest, balance to principal

with interest thereon from date at the rate of Twelve per centum per annum, to be paid: monthly

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 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 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 on the South side of Catalina Drive and being shown as all of Lot 12 on Plat of the property of R. G. Wilson, et al, prepared by Dalton & Neves, Engineers, March, 1974, which plat is recorded in the RMC Office for Greenville County, S. C. in Plat Book 5D at Page 45, the same having a frontage along the south side of Catalina Drive of 171.5 feet, being bounded on the east by property of Nutex, Inc. and extending along the rear line a distance of 171.5 feet adjacent to the right-of-way for the P&N Railroad. Included in the foregoing is a 15-foot strip in width extending across said property for water line purposes as said on said plat.

Being the same property conveyed to Mortgagor by deed of instant date from W W Of Greenville to be recorded herewith.

This mortgage shall not be transferred or assigned without the written consent of the Mortgagee.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 18.00

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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