Mortgagor's address: P. O. Box 6151, Sta. B., Greenville, SC 29606) SADOY & DAVENPORT State of South Carolina : P. O. BOX 10267 GREENVILLE S. C. 29603 Mortgage of Real Estate SLEY , County of **GREENVILLE** THIS MORTGAGE made this. Clayton Tile & Distributing Co., Inc. (hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO. (hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, South Carolina 29602 WITNESSETH: Clayton Tile & Distributing Co., Inc. THAT WHEREAS, is indebted to Mortgagee in the maximum principal sum of Forty-Five Thousand and No/100-----evidenced by the Note of Clayton Tile & Distributing Co., Inc. date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of July 9, 1987 _____after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 45,000.00 plus interest the charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, , plus interest thereon, all bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property: ALL of that piece, parcel or tract of land with all of the improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the Woodruff Road, consisting of approximately 2.28 acres, and shown on a plat of the Property of Ethel J. Wright, dated February 7, 1964, by C. O. Riddle, L. S., recorded February 21, 1964, in the R.M.C. Office for Greenville County in Plat Book "FFF," at Page 51, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northern side of Woodruff Road at the joint front corner of property owned by Billy L. Wright and the property described herein and running thence along the line of property owned by Billy L. Wright N. 24-30 W. 413.7 feet to an iron pin; thence along the line of property owned by Southern Cross Corporation N 75-47 E, 280.6 feet to an iron pin; thence S 14-37 E, 407 feet to an iron pin on the northern side of Woodruff Road; thence along the northern side of Woodruff Road S 75-47 W, 209,6 feet to an iron pin at the beginning corner. This is the identical property conveyed to the Mortgagor herein by deed from Robert M. Gillespie dated January 18, 1971, recorded in the R.M.C. Office for Greenville County, South Carolina, on January 20, 1971, in Deed Book 906, Page 614 This mortgage is second and junior in lien to that certain real estate

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THE CAMPAGE CO.

This mortgage is second and junior in lien to that certain real estate mortgage given by Robert Marion Gillespie to Carolina National Mortgage Investment Co., Inc., dated July 13, 1967, in the principal sum of \$20,000.00, recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1063, Page 233; said mortgage having been assigned to Reliance Federal Savings and Loan Association of New York on July 24, 1967, by Assignment recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1064, Page 432.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

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