

## MORTGAGE

Rock Food Systems, Inc.  
2445 Cherry Road  
Rock Hill, SC 29730

THIS MORTGAGE is made this 21<sup>st</sup> day of October, 1982, between the Mortgagor, DALE ALAN DEETER and wife, MARGORY A. DEETER (herein "Borrower"), and the Mortgagee, ROCK FOOD SYSTEMS, INC. (formerly York Food Systems, Inc.), a corporation organized and existing under the laws of South Carolina, whose address is 2445 Cherry Road, Rock Hill, South Carolina 29730 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$269,797.40 Dollars, which indebtedness is evidenced by Borrower's note dated October 21<sup>st</sup>, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 26, 1997;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land, situate, lying and being in Greenville County, South Carolina, located on the northern side of New Perry Road, and being shown as Lot 7 and a portion of Lot 8, according to a plat entitled "Property of P. L. Bruce", by Dalton & Neves, dated February 1956, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book EE, at Page 22, and being more fully described according to said plat, as follows:

BEGINNING at a point on the western side of Buncombe Road at the joint front corner of Lots 6 and 7 and running thence with the line of Lot 6 S. 50-57 W. 289 feet to a point at the joint rear corner of Lots 8 and 6; thence S. 39-12 E. 112.7 feet to a point; thence N. 50-57 E. 25 feet to a point; thence S. 39-00 E. 136.6 feet to a point on the northern side of New Perry Road; thence with the northern side of New Perry Road, N. 35-58 E. 113.8 feet to a point at the joint front corner of Lots 7 and 8; thence continuing with New Perry Road, the chord of which is N. 19-51 E. 100 feet to a point; thence N. 11-20 E. 89.5 feet, N. 13-51 W. 45.2 feet to a point on the southwestern side of the right of way of Buncombe Road; thence with the right of way of Buncombe Road N. 39-03 W. 86.7 feet to a point at the corner of Lot 6, the point of BEGINNING.

This conveyance is subject to all easements, restrictions and rights of way of record or which may be disclosed by a current survey of the property. This conveyance also made subject to a mortgage to Citizens and Southern National Bank which Lender agree to pay in full as the payments thereon become due. This conveyance is further subject to a mortgage payable to Furman Foods, Inc. which Borrower hereby assumes and agree to pay.

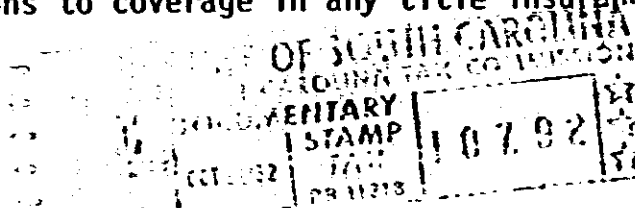
## Derivation of Title

This is the same property conveyed to Borrower herein by deed of Furman Foods, Inc., dated February 26, 1982, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1176, at Page 208. See also Deed Book 1363, at Page 327; and Deed Book 1070, Page 309.

which has the address of 2801 Poinsett Highway, Greenville, South Carolina 29609 (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declaration, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.



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