MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, T. Walter Brashier

(hereinafter referred to as Mortgagor) is well and truly indebted untoD. Wellsman Johnson, Trustee f/b/o all Shareholders of Abney Mills

(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 One Hundred Fifteen Thousand and No/100------------

-----Dollars (\$ 115,000.00) due and payable

as provided for in Promissory Note executed of even date herewith, the terms of which are incorporated herein by reference thereto.

The Mortgagor shall have the right to prepay at any time without penalty.

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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 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, the Mortgagee's beirs, 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.

ALL that piece, parcel or tract of land, containing 95.020 acres, more or less, situate, lying and being on the northern side of McElhaney Road, near the City of Travelers Rest, County of Greenville, State of South Carolina, as shown on a plat entitled "Property of Abney Mills, Renfrew Plant", dated January, 1980, prepared by Dalton & Neves Co., Engineers, and recorded in the RMC Office for Greenville County in Plat Book 8-U at Page 74 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron on the northern edge of the right-of-way for McElhaney Road at the joint corner of the premises herein described and property now or formerly of Allied Products Corporation, and running thence with the line of the said Allied Products Corporation property N.03-41 W. 1958 feet to an iron pin; thence continuing with the line of the said Allied Products Corporation property, N.38-58 W. 1063.2 feet to an iron pin in the line of property now or formerly of L. H. Tankersley and Seth Scruggs; thence with the line of the said Tankersley and Scruggs property, S.64-05 W. 782.9 feet to an iron pin; thence continuing with the line of the said Tankersley and Scruggs property, S.66-26 W. 145.2 feet to an iron pin; thence with the line of property now or formerly of James Sullivan, S.65-13 W. 409 feet to an iron pin; thence with the line of the property now or formerly of John H. McDaniel, the following courses and distances: S.66-49 W. 92.9 feet to an iron pin, thence S.21-33 E. 941.1 feet to an iron pin, and thence S.62-36 W. 633.5 feet to an iron pin; thence with the line of property now or formerly of Charles R. and Theodore Batson, S.35-27 E. 120.5 feet to an iron pin; thence with the line of property now or formerly of McClain Hall, N.65-39 E. 500.4 feet to an iron pin; thence continuing with the line of the said McClain Hall property, S.35-22 E. 1758.8 feet to an iron pin on the northern edge of the right-of-way for McElhaney Road; thence with the northern edge of the right-of-way for McElhaney Road, N.65-24 E. 215.5 feet to an iron pin; thence continuing with the northern edge of the right-fo-way for McElhaney Road, N.67-47 E. 610.8 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagor herein by deed from D. Wellsman Johnson, Trustee f/b/o all Shareholders of Abney Mills recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is: P. O. Box 1138, Greenwood, S. C. 29646

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 is 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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