MORTGAGE OF REAL ESTATE - Prepared F EDWARDS & MCPHERSON, Attorneys at Law STATE OF SOUTH CAROLINA GREENVILLEGENVILLE, S. C. - Green, S. C.

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COUNTY OF GREENVILLE SEC 15 . 1 56 PH '71 MORTGAGE OF REAL ESTATE

OLLIE FARNSWORT ALL WHOM THESE PRESENTS MAY CONCERN: R. M. C.

WHEREAS, Venetian Marble Products, Inc.

(hereinafter referred to as Merigagor) is well and truly indebted unto Southern Bank and Trust Company,

with interest thereon from date at the rate of 18.7 (per centum per annum, to be paid: monthly as stated above.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe 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 the right, title and interest of Mortgagor, of, in and to that certain indenture of lease made the 30th day of July, 1971, by Robert Cleveland Burnside to Venetian Marble Products, Inc., the Mortgagor herein, granting a leasehold estate with the option to purchase that certain lot and parcel of land described as follows:

All that certain piece, parcel or lot of land with improvements thereon or hereinafter constructed thereon, situate, lying and being in the
State of South Carolina, County of Greenville, Butler Township, being known
and designated as Parcel "B", as shown on a plat entitled "Property of
Robert Cleveland Burnside", prepared by C. F. Webb, R.L.S., dated May 20,
1971, and having according to said plat the following metes and bounds:

BEGINNING at a point, joint front corner of Parcel "A" and Parcel "B", as shown on said plat and running thence with the line of Parcel "A", S. 72-22 W. 291 feet to a point, joint front corner of Parcel "A" and Parcel "B" and on the northeastern side of a driveway giving access to Parcel "A" to the County road; thence with the northeastern side of the driveway N. 26-00 W. 202 feet to an iron pin, joint corner of Parcel "B" and Parcel "C"; thence with the line of Parcel "C" N. 72-22 E. 215 feet to a point, thence S. 45-19 E. 226 feet to the point of beginning.

ALSO:

A right-of-way for the purpose of ingress and egress to the above described property for the right to place a water and sewer line to serve the above described property and for the right to place the necessary electrical apparatus for the purpose of distributing electrical power to serve the property described as follows:

BEGINNING at a point shown as the northern boundary of Parcel "C" where it intersects with a County road; thence along the boundary of property of Robert Cleveland Burnside as shown on said plat, S. 45-19 E. 210 feet to a point; thence with the line of Parcel "B", S. 72-22 W. 20 feet to a point; thence through Parcel "C", N. 45-19 W. 210 feet to a point on the southeastern side of said County road; thence with said County road N. 72-22 E. 20 feet to the point of beginning. Said right-of-way is shown on said plat as a 210' driveway.

Together with all and singular rights, members, herditaments, and appurtenances 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 seid premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully selzed of the premises hereinabove described in fec 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.