800x 1226 PAGE 17 ELED STATE OF SOUTH CAROLINA CREENVILLEICO, S. C. MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE MAR 17 12 45 PH

D ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH R. M. C.

WHEREAS, Robert L. Watkins, Jr., Tamara A. Watkins, and Haloh, Inc. are obligated

(hereinafter referred to as Mertgager) % well and truly INSECTS unto

Equipment Leasing Corporation of S. C. and Triangle Construction Company, Inc. Lease Agreements

(biereinafter referred to se Mertyages) as evidenced by the Mertyagor's Provided of eventidate hazewith, the terms of which are incorporated herein by reference, in the sum of "Three Hundred Seventeell Thousand, Three Hundredt Ninety-One; and 98/100; -----

as provided in said Lease Agreements

XXX CONTRACTOR OF THE PROPERTY OF THE PROPERTY

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 assions:

"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 Careline, County of Greenville, within the corporate limits of the City of Greenville, as is more fully shown on a survey for Robert L. Watkins, Jr., prepared by Carolina Engineering & Surveying Co., July 13, 1970, revised May 8, 1971, and recorded in the R. M. C. Office for Greenville County in Plat Book 4-K at Page 25, and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin at the intersection of Church Street and Rose Avenue and running thence along the eastern edge of the right-of-way of Church Street, N. 25-13 E. 371.4 feet to an iron pin at the intersection of Church Street and Pearl Avenue and running thence with the intersection of said Church Street and Pearl Avenue, N. 68-21 E. 36.6 feet to an iron pin on the southern side of Pearl Avenue; thence with the southern side of Pearl Avenue, S. 68-50 E. 207.5 feet to an iron pin; thence continuing with the southern side of Pearl Avenue, N. 80-39 E. 54.8 feet to an iron pin; running thence S. 2-0 E. 268 feet to an iron pin on the northern side of Rose Avenue; thence with the northern side of Rose Avenue, S. 88-0 W. 449.5 feet to the point of beginning.

Together with all improvements constructed or to be constructed thereon and all furniture, furnishings and fixtures owned by mortgagors and located thereon.

This mortgage is junior in lien to that certain mortgage executed by Robert L. Watkins, Jr., Tamara A. Watkins and Haloh, Inc. to The Citizens & Southern National Bank of Greenville in the original sum of \$1,360,000.00, recorded in the R.M.C. Office for Greenville County in Mortgage Book 1195 at Pages 71 through 77.

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 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 warrent and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever fawfully claiming the same or any part thereof.