THE CO. S. C.

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First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

B-T-M Corporation

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Two Hundred Thirteen Thousand and No/100----- DOLLARS

(\$ 213,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 5 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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 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, being known and designated as Lots 42-A through 86, according to a plat of Section II, Old Mill Estates, made by Piedmont Engineers and Architects June 15, 1972, and recorded in the RMC Office for Greenville County in Plat Book 4R, Page 22. According to said plat, the property is more fully described inclusively as follows:

BEGINNING at an iron pin on Old Mill Road at the corner of Lot 43, and running thence along Lot 43, S. 35-07 E. 54.0 feet to an iron pin, corner of Lot 44; thence along Lots 45, 46, 47, 48 and 49, N. 86-09 E. 659.9 feet; thence along line of Lot 50, N. 80-00 E. 109.1 feet to an iron pin; thence with lines of Lots 52 - 54, N. 25-08 E. 330 feet to an iron pin; thence S. 64-50 E. along the side lot line of Lot 54, 200.0 feet to an iron pin on Eastwood Drive; thence with the turn-around of Eastwood Drive in a Northeasterly direction to an iron pin on the turn-around at the joint corner of Lot 55; thence with the side lot line of Lot 55, N. 25-08 E. 139.3 feet to an iron pin near Reid School Road; thence running generally with keid School Road, (property line separated from Reid School Roadby a strip approximately 15 feet in width), the following courses and distances: S. 30-38 E. 84.5 feet; S. 23-42 E. 99.0 feet; S. 15-29 E. 84.0 feet; S. 8-07 E. 81.0 feet; S. 2-31 E. 388 feet; thence S. 8-40 E. 110 feet to an iron pin at the corner of property shown as Barnes property; theate along the joint line of Barnes property and Lots 60, 61, and 63, S. 85-51 W. 461.8 feet to an iron pin in the line of Lot 65; thence S. 9-22 E. along the lines of Lots 65-68, 459.6 feet; thence N. 62-22 W., along line of Lot 68, 59.6 feet to an iron pin; thence S. 64-06 W. along the line of tract entitled "Reserved" 548.6 feet to an iron pin; thence N. 37-07 W. along line of property marked 'Reserved' 200 feet to an iron pin; thence continuing along Lot 73 and 74, N. 37-07 W. 179.5 feet to an iron pin; whence continuing N. 36-36 W. along lines of Lots 74 and 75 179.4 feet; thence (SEE BACK) Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.