STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HENDRICKS BUILDERS CENTER, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

BANKERS TRUST OF SOUTH CAROLINA, N. A.

(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 THOUSAND AND NO/100THS------

as follows: For a period until September 5, 1975, or prior to completion of construction of buildings and improvements on the 2.65 acres described below whichever first occurs, with interest only, and without payment of principal, at the rate of 1% per annum over the "prime rate" (as hereindefined), to be

computed and paid quarterly on January 1, 1975, April 1, 1975, and July 1, 1975, with all interest due and payable hereunder prior to amortization **

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 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 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, on the northeasterly side of North Maple Street in the Town of Simpsonville, being shown on plat entitled "Simpsonville Lumber Company", prepared by J. L. Montgomery, III, dated April 22, 1974, and having according to saod plat the following metes and bounds, towit:

BEGINNING at an old iron pin on the northeasterly side of North Maple Street and running thence with the edge of said street S. 53-39 E. 187.33 feet to a point; thence continuing with the northeasterly edge of said street S. 51-09 E. 108.52 feet to a point; thence with a new line N. 62-08 E. 328.98 feet to a point on the 50 foot right of way for railroad; thence with said 50 foot right of way for railroad N. 27-51 W. 324.41 feet to a point; thence along property now or formerly of Wright S. 62-00 W. 192.87 feet to an old iron pin; thence S. 29-03 E. 55.6 feet to an old iron pin; thence S. 62-00 W. 261.45 feet to the beginning corner and containing 2.65 acres, more or less.

**of the monthly payments hereinafter provided in the following paragraph and, after the period of September 5, 1975, or upon completion of the buildings and improvements constructed on the 2.65 acres described above, whichever first occurs, being due and payable on the principal with interest at the rate of % per annum over the "prime rate" to be computed and paid in 119 monthly installments of \$833.33 plus interest and one installment of \$833.73 plus interest commencing on the first day of the month on which the mortized monthly payments shall commence as hereinabove provided, and in these sums on the first day of each month thereinafter, until paid in full, and the "prime rate" as hereinabove used shall be defined as that rate of interest charged by Bankers Trust of South Carolina, N. A., to its most credit worthy customers for short term borrowings and called the "Bankers Trust of South Carolina, N. A., prime rate." If there shall be a change in the prime rate the interest on this note shall be adjusted daily.



5 40,00

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 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 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.

4328 RV-2