HORTON, DRAWDY, MARCHBANKS, ASHMORE CHAPMAN & BROWN, P.A. 307 PETTIGRU STREET, GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, Run, Inc., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

Community Bank

dated September 25, 1974,

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 assigns:

All that piece, parcel or tract of land, located, lying and being in the County of Greenville, State of South Carolina on the northwestern side of S. C. Highway 253, and having the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of S. C. Highway 253 and running thence N. 43-28 W. 170 feet, more or less, to an iron pin; thence N. 35-45 W. 50.7 feet to an iron pin; thence N. 55-20 E. 60 feet to an iron pin; thence N. 51-06 E. 60 feet to an iron pin; thence N. 35-43 W. 150 feet to an iron pin on Decatur Street; thence S. 47-27 E. 150 feet to an iron pin; thence N. 45-10 E. 88.3 feet to an iron pin; thence N. 40-52 E. 40 feet to an iron pin; thence N. 39-17 E. 20 feet to an iron pin; thence N. 40-52 E. 20 feet to an iron pin; thence N. 40-52 E. 20 feet to an iron pin; thence N. 50-43 W. 150 feet to an iron pin on the eastern side of Decatur Street; thence along Decatur Street N. 39-17 E. 80 feet to an iron pin; thence S. 50-43 E. 150 feet to an iron pin; thence N. 39-17 E. along the back line of six lots fronting on Decatur Street 360 feet to an iron pin; thence N. 50-43 W. 150 feet to an iron pin on Decatur Street; thence N. 39-17 E. 180 feet to an iron pin at the intersection of Rodney Avenue and Decatur Street; thence with Rodney Avenue as the line S. 64-45 E. 100.6 feet to an iron pin; thence S. 76-27 E. 61.8 feet to an iron pin; thence N. 86-53 E. 13.9 feet to an iron pin; thence S. 37 E. 210 feet to an iron pin; thence S. 39-30 E. 81.1 feet to an iron pin; thence in a northeasterly direction 154.6 feet to a point on the northwestern side of Highway 253; thence in a southwesterly direction along the line of the right of way of S. C. Highway 253, 45.7 feet to a point; thence continuing in a southwesterly direction 100.5 feet to an iron pin; thence S. 30-32 W. 176 feet to a point in the right of way of S. C. Highway 253; thence along the line of the right of way of S. C. Highway 253, 830 feet, more or less, to the point of beginning.

This mortgage is junior in priority to that certain mortgage to W. H. Harmon, Jr. and Hattie B. Harman dated July 27, 1973 and recorded in the RMC Office for Greenville County in Mortgage Book 1286 at Page 1.

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 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 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 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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