STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, THE TIRE EXCHANGE, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANKERS TRUST OF SOUTH CAROLINA

(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

Two Hundred Thousand & No/100------ Dollars (\$200,000,000) due and payable

(According to the terms of the Note) with interest thereon from at the rate of

per centum per annum, to be paid:

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.(0) 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 east side of U.S. Highway No. 276 in the Town of Mauldin, and being shown as Lot No. 2-A on a plat by John A. Simmons, Registered Surveyor, dated September 5, 1966, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the eastern side of right-of-way of U.S. Highway 276 at joint front corner of property of Perry Woods, Jr., and running thence along said Woods line, N. 83-57 E. 249.8 feet to an iron pin in line of property of Walter S. Griffin; thence with Griffinoroperty S. 2-40 E. 202.5 feet to an iron pin; thence continuing with said Griffin property, N. 89-58 /W. 128.6 feet to an iron pin; thence with lot designated as No. 2-B on said plat, N. 3-00 W. 75 feet to an iron pin; thence continuing with said Lot No. 2-E, N. 89-58 W. 118.7 feet to an iron pin on the eastern side of right-of-way of U.S. Highway 276; thence with said right-of-way, N. 4-38 W. 46 feet to an iron pin; thence continuing with said right-of-way, N. 4-38 W. 46 feet to an iron pin; thence continuing with said right-of-way, N. 2-38 W. 55.4 feet to an iron pin, the beginning corner.

This is the same property conveyed to the mortgagor by deed of Johnny W. Knight, recorded in Deed Book 805, Page 599, R.M.C. Office for Greenville County.

Plat of above described property is recorded in Plat Book OG at Page 582.

ALSO

ALL those two certain pieces, parcels or lots of land in Greenville County, State of South Carolina, being located in the Town of Simpsonville, and being known and designated as Lots No. 67 and 68 of subdivision known as Roland Heights as shown by plat thereof recorded in Plat Book "S" at Page 34, and having such metes and bounds as shown on said recorded plat.

This conveyance is made subject to any restrictive covenants, building set-back lines, rights-of-way and easements which may affect the above described property.

Together with all and singular rights, members, hereditiments, 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, ferever.

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 an i 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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