MORTGAGE OF REAL ESTATE BY A CORPORATION-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law,

STATE OF SOUTH CAROLINA GREENVILLE CO. S. O. COUNTY OF GREENVILLE

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

WHEREAS,

THE BELMONT CORPORATION OF GREENVILLE

South Carolina a corporation chartered under the laws of the State of (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 Sixty-five Thousand and no/100-

------ Dollars (\$ 65,000.00 ) due and payable in 84 consecutive monthly installments of \$1,079.09 commencing June , 1977 and continuing on the same day of each wonth thereafter, payments to be applied first to interest and then to principal

with interest thereon from

date

at the rate of ten

per centum per annum, to be paid: monthly

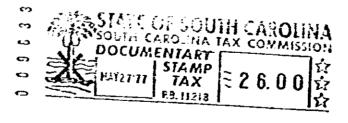
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, the Mortgagee's heirs, successors and assigns:

ALL the certain pieces parcelsor letsof land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southeastern side of U. S. Highway 29, and being shown and designated as two adjoining tracts containing 7.14 acres and 6.24 acres on plat of property entitled "Property of N. E. Belmont" by John A. Simmons, Registered Surveyor, dated June 16, 1962, and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the southeastern edge of the right-of-way of U. S. Highway 29 in the line of property now or formerly owned by the Southern Railroad, and running thence with the highway right-of-way S. 46-49 W. 191 feet to an iron pin; thence N. 43-00 W. 15 feet to an iron pin; thence S. 47-00 W. 354 feet to an iron pin; thence N. 41-00 W. 20 feet to an iron pin; thence S. 47-00 W. 421 feet to an iron pin in the edge of said highway right-of-way; thence leaving said highway right-of-way and running S. 36-27 E. 369 feet to a point in the center of a creek; thence with the creek as the line, the traverse lines of which are as follows: N. 84-15 E. 151 feet to a point; thence N. 74-45 E. 221 feet to a point; thence N. 86-35 E. 187 feet to a point; thence N. 83-50 E. 296.3 feet to an iron pin; thence leaving the center of said creek and running N. 15-40 W. 202 feet to an iron pin; thence continuing N. 15-40 W. 648 feet to an iron pin in the right-of-way line of the Southern Railroad; thence with the line of the Southern Railroad property S. 87-42 W. 106.9 feet to an iron pin at the point of beginning, being the same property conveyed to The Belmont Corporation of Greenville by Stanton N. Belmont, as Executor of the Estate of Nicholas Belmont, recorded April 24, 1968 in deed book 842, page 576, Greenville County R.M.C. Office.

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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, forever.

The Mortgagor covenants that is 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully chiming the same or any part thereof.

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