STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GRENVILLE CO. S. C.

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

WHEREAS,

FRANK L.S. OUTEAW, SILY

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

RUNION MANUFACTURING COMPANY, INC.

(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 Million and No/100

Dollars (\$ 2,000,000.00) due and payable

as set forth on promissory note of even date herewith

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:

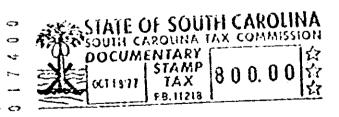
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the 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:

ЭМИН ЖИКУЛЬТИКУЛЬТИКУЛЬТИКИ ЖИКИН ЖИКИНИКИНИКИ ЖИКИКИ ЖИХИКУЛЬТИКИ ЖИКИНИКИЙ ЖИКИКИНИКИЙ ЖИКИКИ ЖИКИНИКИЙ ЖИКИКИЙ ЖИКИЙ ЖИКИКИЙ ЖИКИЙ ЖИКИЙ ЖИКИЙ ЖИКИКИЙ ЖИКИКИЙ ЖИКИКИЙ ЖИКИКИЙ ЖИКИМ ЖИКИЙ ЖИКИЙ ЖИКИЙ ЖИКИЙ ЖИКИМ ЖИКИЙ ЖИКИЙ ЖИКИМ ЖИКИЙ ЖИКИМ ЖИКИЙ ЖИКИЙ ЖИКИЙ ЖИКИЙ ЖИКИЙ ЖИКИЙ ЖИКИМ ЖИКИМ ЖИКИЙ ЖИКИМ ЖИКИМ ЖИКИЙ ЖИКИМ Ж

ALL of that piece, parcel or lot of land in Chick Springs Township, Greenville County, South Carolina, approximately two miles South of Greer on State Highway Number 14, containing 36.76 acres, more or less, according to a survey by John A. Simmons, dated April 4th and 7th of 1969, and amended December 20, 1973, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin approximately 150 feet Northwest of the intersection of Suber Road and State Highway 14 and running thence along State Highway 14, the following courses and distances: N. 32-30 W. 805 feet; N. 30-27 W. 100 feet; N. 26-21 W. 100 feet; N. 22-15 W. 100 feet; N. 18-09 W. 100 feet; N. 14-03 W. 100 feet; N. 9-57 W. 100 feet; N. 5-51 W. 100 feet; N. 1-45 W. 85 feet to a new iron pin; thence along the property of Pleasant Grove Baptist Church, N. 59-50 E. 556.9 feet; thence along the property of D. C. Price, S. 39-10 E. 66 feet to a new iron pin; thence N. 50-50 E. 147.3 feet to an old iron pin; thence S. 39-10 E. 200 feet to a new iron pin; N. 33-32 E. 337.3 feet to a new iron pin at the joint front corner of Price and Mullinax property; thence along the property of Mullinax, Smith and Ross; S. 39-15 E. 960.5 feet to a nail in the center of Suber Road; thence along the center of Suber Road, S. 37-45 W. 100 feet to a nail; thence S. 36-45 W. 565 feet to a nail; thence S. 35-27 W. 100 feet to a nail; thence S. 33-07 W. 100.7 feet to an old iron pin; thence S. 33-24 W. 123.2 feet to a nail; thence leaving Suber Road, around the property of Paul A Jordan, N. 32-16 W. 152.7 feet to a new iron pin; thence S. 28-14 W. 520.3 feet to the beginning corner.

This is the same property conveyed to mortgagor herein by deed of Runion Manufacturing Company, Inc., dated October 14, 1977 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1066, at Page



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

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