CREENVILLE CO. S. C.

CEATHERWOOD, WALKER, TODD & MAKE

STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

T & S BRASS AND BRONZE WORKS, INC., a New York corporation, hereinafter called Mortgagor, in the State of South Carolina, County of Greenville, sends greetings:

WHEREAS, Mortgagor, George I. Theisen and Claude Theisen, jointly and severally, are truly indebted unto AMERICAN NATIONAL INSURANCE COMPANY, a Texas corporation, having its principal office in Galveston, Texas, hereinafter called Mortgagee, in the principal sum of One Million Fifty Thousand and No/100 Dollars (\$1,050,000.00), for money loaned as evidenced by promissory note executed by said Mortgagor, George I. Theisen and Claude Theisen (hereinafter together called Obligors), which promissory note is dated this day and is payable in equal monthly installments of Nine Thousand Four and No/100 (\$9,004.00) Dollars, commencing on January 1, 1979, and continuing on the first day of each succeeding calendar month thereafter; and

WHEREAS, the unpaid balance of the principal indebtedness, together with all accrued interest, if not sooner paid, shall be due and payable on December 1, 2004; and

WHEREAS, all payments will be applied first to accrued interest and the balance to principal; both interest and principal shall be payable at the home office of Mortgagee, at One Moody Plaza, Galveston, Texas 77550, or at such other place as the legal holder of the promissory note may from time to time in writing designate; and said interest and principal shall be payable in lawful money of the United States of America with current rate of exchange on the City of New York; and

WHEREAS, both principal and interest are to be secured by this conveyance, as will more fully appear by reference to said promissory note;

NOW, KNOW ALL MEN BY THESE PRESENTS, That Mortgagor in consideration of the said debt aforesaid and for the better securing of the payment thereof, and also to secure the payment of any other sums advanced to Mortgagor or Obligors under the terms and provisions of this mortgage as hereinafter set forth, together with interest thereon, to Mortgagee according to the conditions of said promissory note, and also in consideration of the further sum of Three and No/100 Dollars (\$3.00) to Mortgagor in hand well and truly paid by Mortgagee, at and before the sealing and delivery of these presents, the receipt of which considerations are hereby acknowledged, has granted, bargained, sold and released, and by these presents, does grant, bargain, sell and release unto Mortgagee, its successors or assigns, the following described property situated in the Town of Travelers Rest, in the County of Greenville, State of South Carolina, which property is described as lying and being on the western side of Old Buncombe Road and having the following metes and

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