Street, Greenville, South Carolina.

Mortgage of Real Estate

11 45 AH '79 County of GREENVILLE 27 DONNIE S. TANKERSLEY R.H.C November THIS MORTGAGE made this ___ day of W. M. Morgan and Dolores J. Morgan Bankers Trust of South Carolina, a South Carolina (hereinafter referred to as "Mortgagor") and given to banking corporation,

(hereinafter referred to as "Mortgagee"), whose address is Bankers Trust Plaza, 7 North Laurens

WITNESSETH:

THAT WHEREAS Mortgagors are stockholders of Skateland of South Carolina, Inc., a South Carolina corporation, which is indebted to Mortgagee in the maximum principal sum of ______ Two Hundred Thousand and no/100 Dollars (\$ 200,000.00 _), which indebtedness is evidenced by the Note of Skateland of South Carolina, Inc. date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of May 1, 1985 ___after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof, and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed , plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant,

ALL that piece, parcel or lot of land, lying and being in Greenville County, State of South Carolina, on the eastern side of White Horse Road and having the following metes and bounds, to-wit:

bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

BEGINNING at an iron pin on White Horse Road 663 feet, more or less, from the intersection of White Horse Road and Berea Heights Road and running thence N. 3-14 W. 358.1 feet to an iron pin; thence with the line of property now or formerly owned by Cahaly S. 87-30 E. 356.2 feet to an old iron pin; thence with the line of property now or formerly owned by Jones S. 30-30 E. 56 feet to an old iron pin; thence with the line of property now or formerly owned by Freeman and Styles S. 40-05 W. 417.6 feet to an old iron pin; thence S. 86-58 W. 95.4 feet to the point of beginning.

This Mortgage shall be equal in rank and priority with the lien of a first mortgage covering the above-described premises, executed by the Mortgagor to the Mortgagee, in the principal amount of \$150,000.00, dated March 16, 1976, recorded on March 18, 1976 in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 1362, Page 663.

This is the same property conveyed to Mortgagors by deed of Woodrow Willimon, dated December, 1970, and recorded in the Office of the R.M.C. for Greenville County, S. C. in Deed Book 904, Page 199.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon, and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).