MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, John Perkins Industries, Inc.

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

(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 Sixty-Five Thousand and No/100----
Dollars (\$ 265,000.00 due and payable

as per the terms of that promissory note from John Perkins Industries, Inc. and John Perkins, Individually to Marion Harris dated December 7 , 1979.

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 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, 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

ALL that piece, parcel or lot of land in Greenville County, State of South Carolina, lying and being approximately one mile east of Donaldson Air Force Base in Greenville County, South Carolina, and being bounded on the northeast by Antioch Church and cemetery, on the southeast by a public highway, and on the southwest and northwest by other lands of Maude P. Willimon and being more particularly described as follows:

BEGINNING at a point in the center of a public highway, said point being the most southern corner of the Antioch Church and cemetery property and the most easterly corner of the following described property; thence S. 49-07 W. 350.0 feet and S. 51-42.30 W. 250 feet along the center line of said road; thence leaving said road through the lands of Maude P. Willimon, N. 40-50 W. 592.83 feet and N. 49-07 E. 760.18 feet to the most westerly corner of Antioch Church and cemetery property; thence along said Antioch Church and cemetery property; thence along said Antioch Church and cemetery property, S. 26-00 E. 624.93 feet to the point of beginning and containing 9.4 acres, more or less.

THIS being the same property conveyed to the mortgagor herein by deed of City of Greenville and County of Greenville as recorded in Deed Book 763 at Page 511, in the RMC Office for Greenville County, S.C., on December 18, 1964.

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THIS IS A SECOND MORTGAGE

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 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 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 claiming the same or any part thereof.

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