10. S. C.

STATE OF SOUTH CAROLINA ALP DONAL - TANKERSLEY COUNTY OF GREENVILLE R M.C

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

WHEREAS,

WERBER CO., INC.,

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

CURT'S TRUSS SYSTEMS, 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

FIVE THOUSAND FIVE HUNDRED & NO/100 ------Dollars (\$5,500.00) due and payable

Per terms of note of even date herewith.

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, seil 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 Greenville, on the northern side of Stonegate Road and being known as Lot No. 23 of a subdivision known as The Cedars, as shown by plat of Werber Co., Inc. by R.B. Bruce, Carolina Surveying Company dated June 17, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Stonegate Road and running thence N. 9-57 E. 189.4-feet to a point; thence N. 74-52 E. 17.9-feet to a point; thence S. 20-29 E. 86.4-feet to a point; thence S. 5-24 E. 132-feet to a point; thence N. 89-02 W. 95-feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of South Cardina National Bank as recorded in the R.M.C. Office for Greenville County in Deed Book 1066, at Page 335 recorded on October 6, 1977.

This being junior in lien to that certain mortgage to The South Carolina National Bank as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1525 at Page 275 on November 22, 1980 in the original amount of \$35,200.00.

Š

N

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.

THE PARTY OF THE P