LAW OFFICES OF BRISSEY, LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGACE OF REAL ESTATE

DONNE STANKERSLEY

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

R.H.C MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Eastern Distribution, Inc. WHEREAS.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(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 Pour hundred thousand and 00/100 Four hundred thousand and 00/100----------Dollars (\$ 400,000.00) due and payable

in full 180 days from date

with interest thereon from

at the rate of 1/4% / per continue per centum per annum, to be paid: quarterly

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 scaling 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:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, hing and being in the State of South Carolina, County of Greenville, near Donaldson Center, being more fully identified according to a survey prepared for Eastern Storage, Inc. by Carolina Surveying Company . dated September 21, 1972, which plat is recorded in the RMC Office for Greenville County, S. C. in Plat Book 4-S, page 36, reference being craved to said plat for a more particular metes and bounds description.

This is the same property conveyed to Eastern Storage, Inc., predecessor to Eastern Distribution, Inc. recorded in the RMC Office for Greenville County in Deed Book 876 at page 267 on September 22, 1969. The name of Eastern Storage, Inc. was changed to Eastern Distribution, Inc. by amendment of its Charter dated April 26, 1974, which Amendment is recorded in the Office of the Secretary of State for the state of South

This is a second mortgage, junior in lien to that certain mortgage given by Eastern Storage, Inc., predecessor to Eastern Distribution, Inc. to The South Carolina National Bank, Greenville, S. C., on September 29, 1972 and being recorded in the RMC Office for Greenville County in Mortgage Book 1251 at page 354 on September 29, 1972.

The mortgagee's address is: PO Box 1329, Greenville, SC 29602

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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 bereafter 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.

TO HAVE AND TO HOLD, all and singular the said premises dated as solving act, the Mortgagor covenants that is is lawfully seized of the premises bereinabove 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 berein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.