MORTGAGE OF REAL ESTATE BY A CORPORATION-Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

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WHEREAS,

Plaines, Incorporated

29661

a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto William Clarence McKitrick

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Fifty-Two Thousand Seven Hundred Twenty-Five and ----- Dollars (\$52,725.00) due and payable according to the terms of a promissory note of even date herewith,

with interest thereon from

date

at the rate of NINE

per centum per annum, to be paid: annually.

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, 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, lying and being in the State of South Carolina, County of Greenville, lying and being on the western side of Holland Road and having, according to a survey entitled "Survey for Plains Incorporated" by C. O. Riddle, dated April 30, 1981, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Holland Road at the joint front corner of property herein conveyed and property now or formerly of John F. McKitrick and running thence with the line of property now or formerly of John F. McKitrick N. 65-37 W. 842.18 feet to an iron pin; thence N. 2-05 E. 567.93 feet to a ten foot holly; thence N. 12-00 E. 70.6 feet to a spike in a black gum stump; thence N. 68-00 E. 44 feet to an iron pin; thence S. 78-15 E. 140 feet to a point in the center of Gilder Creek; thence with Gilder Creek as the line, the following courses and distances: S. 78-00 E. 270.88 feet, N. 66-13 E. 54.50 feet, S. 72-42 E. 124.62 feet, S. 80-11 E. 346.15 feet to a point in the center of the Holland Road Bridge over Gilder Creek; thence with the center of Holland Road, the following courses and distances: S. 20-05 W. 502.37 feet, S. 15-41 W. 100.08 feet, S. 10-44 W. 99.87 feet, S. 4-58 W. 99.94 feet, S. 4-19 E. 76.45 feet to the point of beginning, containing a total of 14.5 acres exclusive of Holland Road.

Being the same property conveyed to the mortgagor herein by deed of William Clarence McKitrick of even date herewith and recorded in the R.M.C. Office for Greenvlle County in Deed Book 1/48 at Page 920.

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.

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The Mortgagor covenants that is 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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