A PROMOTER AND A

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE  $00N_{RH}$  000 00

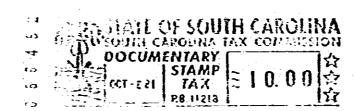
## WITNESSETH:

ALL that certain piece, parcel or lot of land, with buildings and improvements thereon, lying and being on the northwesterly side of Wade Hampton Boulevard (S.C. Highway No. 29) containing .39 acres and having according to the plat entitled "Property of Check Out Systems, Inc." dated September 24, 1981, prepared by Freeland & Associates and recorded in the R.N.C. Office for Greenville County in Plat Book — at Page — the following metes and bounds, to-wit:

BEGINNING at a nail and cap on the northwesterly side of right of way of Wade Hampton Boulevard (S.C. Highway No. 29) said point being 732.4 feet more or less in a north-easterly direction from Wellington Avenue and running thence N. 37-26 W. 230.67 feet to an iron pin; thence N. 52-43 E. 74.56 feet to an iron pin; thence S. 37-31 E. 230.40 feet to an iron pin on the northwesterly side of Wade Hampton Boulevard (S.C. Highway No. 29); thence with the northwesterly side of Wade Hampton Boulevard (S. C. Highway No. 29) S. 52-30 W. 74.88 feet to an iron pin, the point of beginning.

This is the same property conveyed to Mortgagors herein by Deed of Harrison Paint Corp. dated April 6, 1981 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1146 at Page 583.

This Mortgage is subordinate to and junior in lien to that certain Note and Mortgage given by the Mortgagors herein to Harrison Paint Corp. in the principal amount of \$69,000.00 dated April 9, 1981 and recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book 1538 at Page 773.



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):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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