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This mortgage made and entered into this 4th day of December 1984, by and between American Fittings, Inc.

(hereinafter referred to as mortgagor) and Bankers Trust of South Carolina

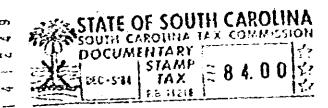
(hereinaster referred to as mortgagee), who maintains an office and place of business at Greenville, South Carolina

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgager does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina

All that piece, parcel or tract of land containing 18.085 acres, more or less, situate, lying and being at the intersection of U.S. Hwy. No. 276 and Scruggs Drive near the City of Travelers Rest, County of Greenville, State of South Carolina, as shown on a plat entitled "Property of American Fittings, Inc.", dated November, 1984, prepared by Dalton & Neves Co. Inc., Engineers, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Southeastern corner of the intersection of U.S Hwy. No. 276 and Scruggs Drive, and running thence with the Southeastern edge of the right of way for U.S. Highway No. 276, the following courses and distances: S.65-08E., 109.7 feet to an iron pin, thence S.61-58E., 100 feet to an iron pin, thence S.58-50E., 100 feet to an iron pin, thence S.55-53E., 100 feet to an iron pin, thence S.52-50E., 100 feet to an iron pin, and thence S.48-50E., 165 feet to an iron pin; thence with the line of property now or formerly of Lillian Burns and of James A. Willis, S.53-41W., 636.4 feet to an iron pin at a stone; thence with the line of property now or formerly of Hallie Pawnee Leagle, S.53-26W., 862.1 feet to an iron pin; thence with the line of property now or formerly of Seth W. Scruggs, N.35-59W., 560.07 feet to an iron pin; thence with the line of property now or formerly of Mary Coleman Thomason and of Seth W. Scruggs, N.58-33E., 595.7 feet to an iron pin; thence N.41-51E., 421.5 feet to an iron pin on the Southern edge of the right of way for Scruggs Drive; thence with the Southern edge of the said right of way for Scruggs Drive, N.45-26E., 259.7 feet to the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of D. Wellsman Johnson, Trustee, on April 5, 1984, said deed being recorded May 23, 1984 in the RMC Office for Greenville County, S.C., in Deed Book 1213, at page 204.



Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated December 4, 1984 in the principal sum of \$ 280,000.00 .signed by Carl E. Reid in behalf of American Fittings, Inc.

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