

MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT

THE STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BALLARD CONCRETE CO., INC. SENDS GREETINGS:

WHEREAS BALLARD CONCRETE CO., INC., the said mortgagor, is well and truly indebted unto SANTEE PORTLAND CEMENT CORPORATION, a South Carolina corporation, by its promissory note, in writing, of even date herewith, of which the following is a copy: \$150,000.00 Greenville, South Carolina August 14, 1969

"For value received, BALLARD CONCRETE CO., INC. promises to pay to SANTEE PORTLAND CEMENT CORPORATION, a South Carolina corporation or order, the principal sum of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars, due and payable in full on the 14 day of August, 1971, with interest from date at an annual rate equal to the prime rate in New York, New York (on the date the interest is due), plus two (2%) per cent (but in no event less than a total of eight (8%) per cent), said interest to be computed and paid on the following dates:

- November 15, 1969;
- May 15, 1970;
- August 15, 1970;
- November 15, 1970;
- May 15, 1971;
- August 14, 1971;

any interest not paid when due shall bear interest at the rate of eight (8%) per cent per annum. Said payments to be applied first to interest and balance to principal, with the right and privilege of anticipation without penalty.

"AND BALLARD CONCRETE CO., INC. hereby agrees that if at any time any portion of said principal or interest shall be past due and unpaid, the whole amount evidenced by this note