

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

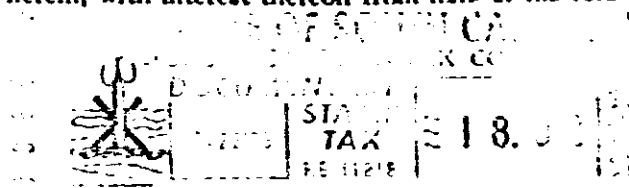
GREENVILLE CO. S.C.

**MORTGAGE OF REAL ESTATE  
(CORPORATION)  
TO ALL WHOM THESE PRESENTS MAY CONCERN:**

C  
L  
U  
7  
1  
1  
1

WHEREAS, Span-America, Inc., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto Butler Joint Venture

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Forty Seven Thousand Two Hundred Twenty & 00/100-----Dollars (\$ 47,220.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 9 per centum per annum, to be paid as provided for in said note; and,



10  
11  
12

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, its successors and assigns:

ALL that piece, parcel or tract of land located on the northern side of Pelham Road, in the County of Greenville, State of South Carolina, shown on a survey for Span-America dated May, 1978, by W. R. William, Jr., R.L.S., and having according to said survey and plat the following metes and bounds, to-wit:

COMMENCING at an iron pin on the northern side of Pelham Road at the joint front corner of property of the Mortgagee and property now or formerly owned by A & P Technical Consultants, Ltd. which iron pin is 480 feet more or less from the intersection of Hyland Road and Pelham Road, and running thence along the joint line of property of A & P Technical Consultants, Ltd. N. 22 -30 E. 441.7 feet to an iron pin; thence S. 84-12 E. 480.65 feet to an iron pin; thence S. 8-30 E. 60 feet to an iron pin; thence S. 0-21 E. 84.2 feet to an iron pin; thence S. 2-30 W. 25 feet to an iron pin; thence N. 84-15 W. 222.5 feet to an iron pin; thence S. 2-29 W. 252.2 feet to an iron pin on the northern side of Pelham Road; thence along the northern side of Pelham Road, N. 84-12 W. 273.9 feet to the point of beginning.

The Mortgagee agrees, in consideration of the execution and delivery of the Mortgage, to subordinate the lien of this Mortgage to the lien of any Mortgage for loans made to the Mortgagor for the purpose of constructing improvements on the property herein described.

The Mortgagee agrees to release the property herein described from the lien of this Mortgage upon the payment to the Mortgagee by the Mortgagor of the sum of Eighteen Thousand Seven Hundred Fifty & 00/100 (\$18,750.00) Dollars per acre to be released. This release provision shall apply to any portion of the property herein described and desired to be released by the Mortgagor. Any payments made to the Mortgagee by the Mortgagor under this provision shall apply to the next succeeding payment of principal to become due and shall reduce the interest to accrue by reason of pre-payment of principal, interest accruing only on the unpaid balance of this indebtedness.

This is a portion of property conveyed to the Mortgagee herein by Deed of Ellie Louis Cason dated August 8, 1972 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 951 at Page 361 on August 9, 1972.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

The Mortgagor covenants that it 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.

0048

4328 RV-2