

REAL ESTATE MORTGAGE

State of South Carolina,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I the said F. H. Gillespie,  
 hereinafter called Mortgagor, in and by my Guarantee to the Citizens & Southern National Bank of that  
 of Davis Mechanical Contractors, Inc. of certain Note or obligation ~~dated~~  
 even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN  
 NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal  
 sum of Five Hundred Thousand and no/100 Dollars (\$500,000.00),  
 with interest thereon payable in advance from date hereof at the rate of Prime + 1% % per annum; the prin-  
 cipal of said note together with interest being due and payable in (60)  
 Number

monthly

installments as follows:

Beginning on November 8, 1979, and on the same day of  
 each monthly period thereafter, the sum of

Eight Thousand three hundred thirty-four and no/100\* Dollars (\$8,334.00\*)  
 \*principal plus interest at the rate of Prime + 1% adjusted monthly on payment date  
 and the balance of said principal sum due and payable on the 19 day of 19

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of \_\_\_\_\_% per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

ALL that certain piece, parcel of lot of land situate, lying and being in Greenville County, State of South Carolina, as shown on a plat, entitled Property of H. Hoke Smith, prepared by C. O. Riddle, dated January 15, 1971, and recorded in the Office of the R.M.C. for Greenville County in Plat Book 4U at page 60, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southerly side of Pelham Road, joint front corner of property described herein and other property, now or formerly, of Davis Mechanical, and running thence along the Southerly side of Pelham Road, N 83-55 W 621.5 feet to an iron pin; thence S. 18-28 W. 379.88 feet to an iron pin; thence along an arc having a radius of 741.25 feet, the chord of which is S. 25-58 W. 193.42 feet to an iron pin; thence S. 33-28 W. 225.2 feet to an iron pin; thence S. 60-15 E. 509.68 feet to an iron pin; thence S. 29-45 W. 850.6 feet to a point in the center line of Rocky Creek; thence with the center line of Rocky Creek the following courses and distances: (1) S. 68-00 E. 473.5 feet; (2) N. 89-45 E. 100 feet; (3) N. 63-20 E. 80 feet; (4) N. 6-30 E. 50 feet; (5) N. 54-40 E. 171.2 feet; thence leaving the center line of said creek, and running N. 5-57 E. 1,649.5 feet to an iron pin on the Southerly side of Pelham Road, the point of BEGINNING.

ALSO

ALL that certain piece, parcel or lot of land containing 9.8 acres more or less situate, lying and being in Greenville County, State of South Carolina, as shown as Parcel B on plat entitled "Property of F. H. Gillespie" prepared by C.O. Riddle, R.L.S., dated 6/75, revised 11/77, and recorded in the R.M.C. Office in Plat Book 6M at page 28.

This is the same Property conveyed to the Mortgagor by H. Hoke Smith by deed dated 8-9-72 and recorded 8-16-72 in the R.M.C. Office for Greenville County, S.C. in Deed Book 952, at page 159; conveyed to the Mortgagor by deed dated 9-15-70 and recorded 9-17-70 in the R.M.C. Office for Greenville County, S.C., in Deed Book 898, at page 481; and also a portion of the property conveyed to Mortgagor by deed dated 9-15-70 and recorded 9-17-70 in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 898, at Page 482.

1484

4328 RV-2