

Margaret M. Mills, Attorney at Law
Greenville, South Carolina

Mortgagee's address is:

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DONNIE S. TANKERSLEY
R.M.C.

John R. Hudson, Jr.

P.O. Box 308

Brevard, North Carolina 28712

State of South Carolina

Mortgage (Second)

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Carl Floyd III, Sara M. Floyd and Carl and Sara Floyd Trustees for Shawn Ambriel Floyd (hereinafter referred to as Mortgagors) SEND GREETINGS:

Whereas, the Mortgagor is well and truly indebted unto John R. Hudson, Jr., Agent for Julian M. Fernandez (hereinafter referred to as Mortgagee) as evidenced by Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference in the sum of Ninety Thousand and 00/100 Dollars and Seventy-One cents (\$90,000.00) with interest thereon from date at the rate of 15.5 per centum per annum, said principal and interest to be repaid:

From proceeds from present and future leases shall be paid to and distributed by John R. Hudson, Jr., Agent for Julian M. Fernandez at P.O. Box 308, Brevard, North Carolina 28712 on a monthly basis as follows, in the order set forth:

- 1) Monthly mortgage payments to Textile Hall Corporation of the City and County of Greenville, South Carolina, city and county property taxes, insurance, and attorney's fees, then
- 2) One-Thousand Dollars to Julian M. Fernandez, then
- 3) Balance to be distributed among present creditors of Building Systems, Inc.

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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, being on the northeast side of West Washington Street, as shown on plat made by Dalton & Neeves Engineering Co., dated September, 1978, entitled Property of Carl Floyd recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 6V at Page 19 and having, according to said plat, the following metes and bounds, to wit:

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