

Mortgagees' Address: 300 Quillen Avenue, Fountain Inn, S. C. 29644

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1496 382

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DONALD B. HERSLEY  
R.M.C.  
MACK'S REFRIGERATION COMPANY, INC.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
C. D. CASE AND WILLIS E. CASE,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of  
---Thirty Thousand and No/100 Dollars \$ 30,000.00 ; due and payable  
\$430.42 per month commencing on the 1st day of March, 1980, and continuing on like day thereafter until paid in full; payments to be applied first to interest, balance to principal

with interest thereon from date at the rate of 12% per centum per annum, to be paid: monthly.

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 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, being shown and designated as .75 acres on a plat entitled "Mac's Refrigeration Company, Inc.", prepared by J. L. Montgomery, III, RLS, and dated 1-21-80, and being more particularly described in accordance therewith:

BEGINNING at a point in the edge of Case Street, said point being 420.56 feet north-west of the intersection of Case Street and Church Street; and running thence along the joint property line of Mortgagees herein S. 36-29 E. 442.09 feet to a point; thence N. 53-30 E. 73 feet to a point; thence N. 36-18 W. 457.89 feet to a point in the edge of Case Street; thence along the edge of Case Street S. 41-21 W. 75.05 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of the Mortgagees herein dated January 28, 1980, and to be recorded of even date herewith.

It is agreed and understood that the Mortgagor herein shall maintain fire insurance coverage on the buildings located on the above-described property, naming the Mortgagees under the mortgagee clause under said policy with a copy of the policy being forwarded to the Mortgagees each year.

Mortgagor to furnish Mortgagees copies of paid tax receipts on the above-described property each year.

Mortgagor may not accelerate payments on said mortgage and note before March 1, 1983. Payments may be accelerated after March 1, 1983, with no prepayment penalty after said date. Mortgagor shall be assessed a late penalty in the amount of four per cent (4%) of each payment which is over fifteen (15) days past due.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incidental 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.

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