

MORTGAGE CORPORATION FORM ~~XXXXXXXXXXXX~~ MITCHELL & ARIALL Greenville, S.C.

ADDRESS: 1100 2504  
Greenville, SC 29602  
Kenneth R. Summers

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

CO. S. C.  
2:45 PM '80  
M.C. SUMMERSLEY

MORTGAGE OF REAL ESTATE

BOOK 1502 PAGE 178

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Butler Road Machine & Tool, 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

Kenneth R. Summers and J. W. Sells

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

Fifty-Seven Thousand and no/100-----Dollars

(\$ 57,000.00) 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 12 per centum per annum, to be paid as provided for in said note; and,

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 lot of land wituat, lying and being in the State of South Carolina, County of Greenville, being the rear portion of Tract No. 3 on a plat of the PROPERTY OF CLARK JOHNSON made by W. J. Riddle, Surveyor, dated February, 1946, being shown on a more recent survey thereof made by Jones Engineering Service dated Jan. 29, 1974, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a spike in or near the center of the Garlington Road, said spike being located 685 feet northeast of the intersection of the Garlington Road with Dublin Road, and running thence a new line through Tract No. 3, S. 39-38 E. 376.4 feet to an iron pin in or near a branch; thence with a branch as the line, the following traverse courses and distances, to-wit: N. 32-08 E. 267 feet to an iron pin, N. 55-04 E. 122 feet to an iron pin, N. 20-12 E. 99 feet to an iron pin, N. 34-15 E. 52 feet to an iron pin, N. 29-53 W. 35 feet to an iron pin, N. 9-53 E. 89 feet to an iron pin, N. 16-21 E. 69 feet to an iron pin, N. 12-48 E. 106 feet to a point in the center of said branch (black gum being located N. 56-00 W. 15 feet, more or less, back from branch), and N. 24-22 W. 52.8 feet to a point in or near the center of Garlington Road (said point being located 24.5 feet southwest from a spike in the center of said road where the above mentioned branch intersects the same); thence from said iron pin and through the center of Garlington Road, S. 50-40 W. 165 feet to a spike; thence continuing with the center line of said Road, S. 48-40 W. 300 feet to a spike; thence continuing with the center line of said Road, S. 50-22 W. 300 feet to a spike, the point of beginning.

The above property is the same property conveyed to Butler Road Machine & Tool Inc. by deed of Kenneth R. Summers and J. W. Sells of even date to be recorded herewith.

This mortgage is a third mortgage junior in lien to a first mortgage given to First Federal Savings and Loan Association and to a second mortgage given to TTT Enterprises, a General Partnership, all of even date herewith.

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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.