

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S.C.
APR 1 1 13 PM '81
DONNIE S. TANKERSLEY

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Tri-State Machinery Company, Inc. (A South Carolina Corporation) and James W. Knox

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Citiznes Banks and Trust Company

(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 Seventy-Five Thousand and 00/100

Dollars (\$75,000.00) due and payable

in one lump sum on June 1, 1981

with interest thereon from April 1, 1981 at the rate of 17.5% per centum per annum, to be paid at repayment of principal

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 containing 5.721 acres, located in the Northeast quadrant of the intersection of Interstate Highway 85 and South Carolina Highway 14 in Chick Springs Township, Greenville County, South Carolina, more particularly described as follows:

Commence at a right of way monument at the northwest corner of the intersection of Interstate Highway 85 and State Highway No. 14 and running thence with the line of the right of way for Interstate Highway 85 South 53 degrees 25 minutes West with an arc distance of 200 feet and a chord line distance of 199.98 feet to the POINT OF BEGINNING of the parcel herein conveyed; continue thence with the line of the right of way for Interstate Highway 85 South 50 degrees 01 minutes West 210.2 feet to an old iron pin; thence leaving said right of way line North 65 degrees 11 minutes West 598.7 feet to an old iron pin; thence South 41 degrees 12 minutes West 126.0 feet to an old iron pin; thence North 48 degrees 54 minutes West 221.3 feet to an old nail in the center of Phillips Road; thence with the center line of Phillips Road North 34 degrees 22 minutes East 335.6 feet to an old nail thence leaving Phillips Road South 55 degrees 37 minutes East 400.5 feet to an old iron pin; thence North 84 degrees 58 minutes East 357.1 feet to a new iron pin; thence South 00 degrees 48 minutes East 150.2 feet to a new iron pin; thence South 37 degrees 45 minutes East 125.0 feet to the POINT OF BEGINNING.

This being same property conveyed to Mortgagor Tri-State Machinery Company, Inc. by deed of Chevron U.S.A. dated 11/7/79 and filed in the RMC Office of Greenville County in deed book 1132 at page 811.

Also all of that certain piece, parcel or lot of land situate, lying and being in State of South Carolina, County of Greenville, containing 10.8 acres (Continued on Attached Sheet)

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

0904

RECORDED
GREENVILLE COUNTY S.C.
APR 1 1981

4328 RV-2