

MORTGAGE OF REAL ESTATE—Office of MANN & BRISSEY, Attorneys at Law, Greenville, S. C.

BOOK 1066 145

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILES
AUG 11 12 12 PM 1967

OLLIE FARRIS WORTH
R.M.C.

WHEREAS,

We, C. Dan Joyner and P. Dayton Poole,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

The McAlister Corp., a corporation

(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

Seven Thousand Eight Hundred Seventy-Five and No/100----- Dollars (\$ 7,875.00) due and payable

Due and payable \$2625.00 per year for a period of three years, the first payment being due June 1, 1967 and a like amount each year thereafter. Interest at the rate of six (6%) per cent will be paid each year in addition to the above yearly principal

payment with the right to anticipate at any time without penalty. annually
with interest thereon from date at the rate of Six per centum per annum, to be paid:

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, in the City of Greenville, S. C. in McAlister Plaza near the northeasterly side of Edgeworth Street, being more particularly shown on plat entitled "SECTION NO. 1, PORTION OF McALISTER PLAZA", prepared December 1961, revised August 1966, by Piedmont Engineering Service, said revised plat recorded in the R. M. C. Office for Greenville County in Plat Book "000", Page 61, and, having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northeast edge of a 10 foot water line easement, which point is located 69 feet northeast from the northeast edge of the right-of-way for Edgeworth Street, and 213.05 feet southeast of the point of the intersection of the 10 foot easement with Greenacre Road, and running thence N. 28-41 E. 173.63 feet to a point in the center of a 15 foot alley; thence with the center line of said 15 foot alley, S. 63-25 E. 26.38 feet to an iron pin; thence continuing with the center line of said alley, S. 62-00 E. 23.75 feet to an iron pin, at the joint rear corner of the within lot and lot now or formerly of I. T. Welling, et al; thence with the Welling line S. 28-41 W. 174.70 feet to a point on the northeastern edge of the 10 foot water line easement; thence with said easement, N. 61-19 W. 50 feet to a point, the point of beginning.

This mortgage is being given as security for a note in the amount of \$7875.00 previously given by the above named mortgagors to The McAlister Corp. dated June 1, 1966. The mortgage over the original property has been satisfied, and this mortgage is being given to secure the balance due and owing on said note.

Together with all and singular rights, members, hereditaments, 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.

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.