

FILED
GREENVILLE CO. S. C.

MAR 6 3 35 PM '69

BOOK 1118 PAGE 665

OLLIE FARNSWORTH
R.M.O.

P. I. C. LOAN NUMBER

5156146

State of South Carolina, } ss.

COUNTY OF GREENVILLE

THIS MORTGAGE, made the 1st day of March, 1969, between GARRETT, WENCK & GARRETT, INC., a corporation organized and existing under the laws of the State of South Carolina, having its principal place of business in

of the County of Greenville, State of South Carolina, hereinafter called Mortgagor, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having its principal office in Newark, New Jersey, hereinafter called Mortgagee,

WHEREAS, Mortgagor is indebted to Mortgagee for money loaned, to secure the payment of which Mortgagor has executed and delivered to Mortgagee a note of even date herewith, in the principal sum of Fifty Thousand and No/100----- Dollars (\$ 50,000.00),

payable to the order of Mortgagee at its aforesaid principal office or at such other place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 15th day of April 1984, to which note reference is hereby made.

NOW, THEREFORE, Mortgagor, in consideration of the aforesaid debt, and also in consideration of the further sum of Three Dollars to him in hand paid by Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing (1) payment of said indebtedness as in said note provided, (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents grant, bargain, sell and release to Mortgagee, its successors and assigns, the following described real estate situated in Simpsonville, Greenville County, South Carolina:

ALL that piece, parcel or lot of land, together with buildings and improvements, situate thereon, lying on the Westerly side of U. S. Highway No. 276 near the Town of Simpsonville, in Greenville County, South Carolina, being shown and designated as 1.55 acres, on a Plat of the Property of Rex L. Carter and Leo H. Hill, dated May 12, 1958, and recorded in the RMC Office for Greenville County, S. C., in Plat Book KK, page 159, and having according to a more recent plat of a survey for Wal-Tuo, Inc. made by Carolina Engineering & Surveying Co. dated December 2, 1968, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Westerly side of the right of way of U. S. Highway No. 276 (said iron pin being located 646.6 feet from the Southwesterly corner of the intersection of said Highway with Curtis Street) and running thence along the line of property now or formerly owned by Latimer, S. 78-08 W., 260 feet to an iron pin; thence along the line of property now or formerly owned by Fowler, N. 9-10 W., 519.4 feet to an iron pin on the right of way of U. S. Highway No. 276; thence along the Westerly edge of the right of way of U. S. Highway No. 276, S. 36-14 E., 570 feet to an iron pin, the beginning corner.

The Mortgagor covenants that the parking area and drives containing approximately 8,800 square feet shall be maintained constantly and that without the prior written consent of the Mortgagee no buildings or other structures shall be erected thereon.

The Mortgagor further covenants that it will furnish to the Mortgagee its certified annual balance sheet and profit and loss statement within four months of the close of each calendar or fiscal year during the term of this mortgage.