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MORTGAGE OF REAL ESTATE—Office of Ollie Farnsworth, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.
R. H. C.

237 9694

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Alberto P. Palanza and (hereinafter referred to as Mortgagor) SEND(S) GREETING:
Kathleen E. Palanza

WHEREAS, the Mortgagor is well and truly indebted unto Alvin A. McCall, Jr.

(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

Ten Thousand and No/100-----DOLLARS (\$ 10,000.00).

with interest thereon from date at the rate of _____ per centum per annum, said principal and interest to be repaid: according to the terms of a note executed on June 12, 1970 to Southern Bank & Trust Co. No payments will actually be made under the terms of this note and mortgage unless and until there is default in the payments by Alberto P. Palanza and Kathleen E. Palanza in the note aforementioned and the principal balance on this note and mortgage will be reduced as the payments on the aforementioned note are reduced. The consideration for this note and mortgage is that mortgagee sign as surety on the note from Alberto P. Palanza to Southern Bank & Trust Company. This note becomes a demand note if there is default in the terms of the note executed to Southern Bank & Trust Company.

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, on the Western side of Chapman Road, approximately 2 3/4 miles southwest of Greenville County Court House, and being more particularly described according to a recent survey prepared by R. E. Dalton, April, 1952, as follows:

BEGINNING at a point in the center of Chapman Road, 1109.5 feet, more or less, from the intersection of Chapman Road and Old U. S. Highway No. 29, corner of Lands of E. E. Chapman, and running thence with the center of said road, S. 56-0 E. 100 feet to a point in center of said road; thence S. 16-0 W. 183 feet to an iron pin; thence N. 56-0 W. 100 feet to an iron pin in line of lands of E. E. Chapman, thence with line of said land, N. 16-0 E. 183 feet to the point of beginning.

ALSO: All the fixtures, furniture and equipment located in Capri and Sons Frozen Foods on Augusta Road, Greenville, South Carolina, and all assets and good will of the business known as Capri and Sons Frozen Foods. This mortgage also includes all inventory and supplies. In other words it is the intention of the parties that this mortgage cover the entire business of mortgagor's known as Capri and Sons Frozen Foods.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.