

FILED  
GREENVILLE CO. S. C.

APR 23 9 12 AM '71

BOOK 1187 PAGE 231

MORTGAGE OF REAL ESTATE BY A CORPORATION

OLIE EARNSWORTH  
R. M. C.  
Attorneys at Law, Greenville, S. C.

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

The Nut & Bolt House, Inc.

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, The Nut & Bolt House, Inc., Greenville, S. C.

a corporation chartered under the laws of the State of South Carolina, is well and truly indebted

to the mortgagee in the full and just sum of ---Ninety Thousand and No/100---(\$90,000.00)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable

*est H*  
*per*  
~~XXXXXXXXXXXXXXXXXXXX~~ repayable in monthly installments of One Thousand and No/100 (\$1,000.00) Dollars, allocable first to accrued interest and then to principal, the first payment being due on June 1, 1971 and an equivalent amount on the first day of each successive calendar month thereafter until the balance due hereunder shall be paid in full, reserving power in the maker hereof to anticipate and pay off any balance due hereunder at any time prior to maturity hereof without penalty therefor.

with interest from even date hereof, at the rate of one (1) % over South Carolina National Bank's prime rate, but not in excess of seven (7) nor less than six percentum until paid; interest to be computed and paid monthly and one-fourth (6 1/4)%

until paid in full; all interest not paid when due to bear interest at <sup>eight (8) per cent per annum</sup> ~~six (6) per cent per annum~~; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said 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 said South Carolina National Bank of Charleston, Greenville, South Carolina, its successors and assigns:

ALL that certain piece, parcel or lot of land together with the improvements thereon, situate, lying and being in Greenville Township, County and State aforesaid, and having, according to plat entitled "Merchants Cotton Warehouse Company", Topographic Survey, dated July 13, 1967, made by Carolina Engineering & Surveying Company, and recorded in the RMC Office for Greenville County in Plat Book "PPP" at Page 197, the following metes and bounds, to-wit:

BEGINNING at a point in the center line of Worley Road, 197.6 feet Southwest of the intersection of said center line and the Southeastern boundary of the right of way of the Southern Railway Company for its mainline tracts, and running thence with the boundary of other land owned by W. A. Austin, Sr., N. 87-43 E. 482 feet, more or less, to a point, being the joint rear corner with other land owned by W. A. Austin, Sr.; thence S. 9-58 W. 376 feet to a