

MORTGAGE OF REAL ESTATE—Mann, Foster & Co., S. C., Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE, S. C.  
SEP 8 11 52 AM '71  
OLLIE FARNSWORTH  
R. M. C.

BOOK 1205 PAGE 103

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Collins Music Company, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank 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 Twenty-Six Thousand and No/100-----

-----Dollars (\$ 26,000.00 ) due and payable

One Year from Date

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of Eight \_\_\_\_\_ per centum per annum, to be paid: Quarterly

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, City of Greenville, and State of South Carolina, on the southwestern side of Stone Avenue By-Pass from East North Street to Stone Avenue, and consisting of Lots 1, 2, 3, and a 5 foot strip of the southeastern side of Lot 4 of Block B as shown on plat prepared by Dalton & Neves, Engineers, dated November 10, 1953, and recorded in the RMC Office for Greenville County in Plat Book S at Page 9, said lots being more particularly described as follows:

BEGINNING at an iron pin on the northwestern corner of the intersection of East Avenue with Stone Avenue By-Pass; thence running with East Avenue, S. 70-39 W: 54.1 feet to an iron pin at the intersection of East Avenue and East Park Avenue; thence along East Park Avenue, N. 40-15 W. 82.8 feet to a stake; thence N. 48-53 E. 49 feet, more or less, to Stone Avenue By-Pass; thence with Stone Avenue By-Pass S. 41-07 E. 102.8 feet to the point of beginning.

ALSO: All that piece, parcel or lot of land situate in the County of Greenville, State of South Carolina, situate, lying and being at the intersection of Brandon Road (formerly Woodside Avenue) and City View Street, being known and designated as Lot No. 13 as shown on a Plat of Morgan Hill Subdivision, dated May 15, 1902, and recorded in the R. M. C. Office for Greenville County, in Plat Book "A", at Page 69, and having according to said Plat, the following metes and bounds, to-wit:

Beginning at an iron pin at the southeastern intersection of Brandon Road (formerly Woodside Avenue) and City View Street, and running thence with the line of City View Street N. 82-3/4° E. 130 feet to an iron pin; thence running S. 7-1/4° E. 75 feet to an iron pin at the joint rear corner of Lots 13 and 14; thence with the common line of said Lots S. 82-3/4° E. 161.3 feet to an iron pin on the eastern side of Brandon Road (formerly Woodside Avenue); thence with the line of said Brandon Road N. 13-3/4° E. 80.13 feet to the point of beginning.

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.