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HORTON, DRAWDY, DILLARD, MARCHBANKS, CHATMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

GREENVILLE CO. S. C.

Dec 7 11 02 AM '71

MORTGAGE OF REAL ESTATE
(CORPORATION)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH
R. H. C.

WHEREAS, -A & J ENTERPRISES, INC. , a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

PAULINE CANNON FORD

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

THREE THOUSAND and no/100-----Dollars
(\$ 3,000.00 due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 8 per centum per annum, to be paid as provided for in said note; and,

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 piece, parcel or lot of land, together with buildings and improvements thereon, situate, lying and being in Gantt Township, Greenville County, South Carolina, on the Eastern side of the Old Piedmont Highway (also known as National Highway No. 29 and Piedmont Road), being a portion of Lot No. 17 on a Plat of the property of E. A. Smythe, made by Dalton & Neves, Engineers, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book D, Pages 170 and 171, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Old Piedmont Highway at a point 91.25 feet North of Tract 18, which point is also the corner of a lot now or formerly owned by Gambrell, thence along the Eastern side of Old Piedmont Highway, N. 2-25 W., 136.87 feet to an iron pin at the corner of property now or formerly owned by Janie Watkins, which point is 136.875 feet South of the corner of Tracts 16 and 17; thence along the line of Watkins, S. 85-03 E., 513 feet to an iron pin on property now or formerly owned by E. E. Chapman; thence along Chapman's line S. 2-00 E., 136.87 feet to an iron pin at the corner of the Gambrell property; thence along the Gambrell property, N. 85-03 W., 513.5 feet to an iron pin, the beginning corner.

The within Mortgage is junior in line to a first mortgage given by A & J Enterprises, Inc. to Carolina Federal Savings & Loan Association in the sum of \$22,000.00 of even date herewith to be recorded.

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.