

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

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

COUNTY OF ANDERSON

FILED  
GREENVILLE CO. S. C.  
JAN 5 2 44 PM '72

OLLIE FARNSWORTH  
R.H.C.

MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J & K Enterprises, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto McCall Bros. & Co.

(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

Eighty Thousand and no/100-----Dollars (\$80,000.00) due and payable \$500.00 on the 15th day of each month commencing November 15, 1971, and an additional payment of \$10,000.00 each year after date, with the balance in full being due and payable on or before five years after date,

with interest thereon from maturity or during default the rate of eight (8%) per centum per annum, to be paid: monthly

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, State of South Carolina, being the major portion of Lot No. 60 as shown on a plat of North Cherokee Park recorded in the RHC Office for Greenville County, S.C. in Plat Book C at page 96, according to a survey made by Dalton & Neves in January, 1959.

The above described property is the same conveyed to the mortgagor herein from James R. Wilson, Jr. by deed of even date.

ALSO: All that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina on the north side of Grove Road and being known and designated as the greater portion of Lot No. 14, Block 1, on plat of property of D. P. Mills recorded in the RHC Office for Greenville County, S.C. in Plat Book C at pages 175 and 176.

The above described property is the same conveyed to the mortgagor herein from James R. Wilson Jr. by deed of even date.

ALSO: All that piece, parcel or lot of land on the western side of Hood Road in the County of Anderson, State of South Carolina, containing 21.52 acres, more or less, being shown as Tract No. 1 on plat of Property of the Estate of Mrs. E. L. Elrod prepared by John C. Smith, Surveyor, dated August, 1966 recorded in Plat Book 69 at page 236 in the Office of the Clerk of Court of Anderson County, and having the following metes and bounds: BEGINNING at an iron pin in the center of Hood Road, joint corner of Tracts 1 and 3, and thence with property now or formerly of Zupan, N. 42-48 W. 76.9 feet to an iron pin; thence N. 32-48 W. 759 feet to an iron pin; thence S. 84-04 W. 412.9 feet to an iron pin in line of property now or formerly of Roe; thence with Roe property, N. 7-38 E. 393.4 feet to an iron pin; thence N. 26-48 W. 212 feet to a point across a branch; thence with the meanderings of said branch, the traverse lines being the boundary, the following courses and distances: N. 77-45 E. 150 feet to a point; thence S. 87-30 E. 170 feet; thence N. 62-30 E. 145 feet to a point; thence N. 23-50 E. 120 feet to a point; thence N. 60-50 E. 221 feet to a point; thence S. 76-40 E. 80 feet to a point; thence N. 73-59 E. 195 feet to a point at joint corner of Tracts 1 and 2; thence with Tract 2, S. 12-32 E. 545 feet to an iron pin; thence S. 2-02 E. 200 feet to an iron pin; thence S. 6-58 W. 175 feet to an iron pin; thence S. 18-28 W. 370 feet to the point of beginning.

The above described property is the same conveyed to the mortgagor herein from James R. Wilson Jr. by deed of even date.

ALSO: All that piece, parcel or lot of land in Anderson County, State of South Carolina, on Hood Road being shown as a 32.34 acre tract of land on a plat of Property of James F. Zupan, dated June 15, 1967 prepared by John C. Smith recorded in Plat Book 66 at page 193 in the Office of the Clerk of Court for Anderson County, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin in the center of an old road at the southernmost corner of property described herein, said pin being at corner of property now or formerly of Roe; thence with Roe

(SEE ATTACHED FOR CONTINUED DESCRIPTION)

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.