

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHASE & BROWN, P.A., 207 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

GREENVILLE

MAR 13

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OLLIE FARNSWORTH
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MAULDIN PLAZA, INC, and JAMES E. DODENHOFF, JR. & PAUL B. COSTNER, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto THOMAS B. COOPER, 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: Seven Thousand Five Hundred and No/100----- Dollars (\$7,500.00) due and payable

as provided for in said note,

with interest thereon from date at the rate of 6 1/2 per centum per annum, to be paid: annually

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 tract of land containing 1.46 acres, more or less, situate, lying and being near the Southwestern side of the right of way of U. S. Highway No. 276 in the Town of Mauldin, Austin Township, Greenville County, South Carolina, having according to a plat made by Carolina Engineering & Surveying Co., dated August 21, 1968, the following metes and bounds, to wit:

BEGINNING at an iron pin at the Southwesternmost rear corner of a lot owned by Dallas W. Griffin at corner of property owned by Mauldin Plaza, Inc. (said iron pin being located S. 45-43 W., 200 feet from an iron pin at the joint front corners of Property owned by Dallas W. Griffin and Mauldin Plaza, Inc. on the Southwestern side of U. S. Highway No. 276), and running thence along the line of property owned by Mauldin Plaza, Inc., S. 45-43 E., 305.6 feet to an iron pin; thence along the line of Pine Valley Estates Subdivision, S. 60-37 E., 46.9 feet to an iron pin; thence continuing along line of said property, S. 24 E., 165.1 feet to an iron pin; thence along the line of property owned by Nelle C. Cooper, N. 45-43 W., 349.0 feet to an iron pin at the corner of property of Dallas W. Griffin; thence along line of property of Dallas W. Griffin, N. 44-17 W., 200 feet to an iron pin, the beginning corner.

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.