

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

FILED
GREENVILLE CO. S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JUN 21 4 12 PM '72

WHEREAS, / We, Robert L. Watkins, Jr., Tamara A. Watkins,
C. Dan Joyner and Charles E. Upchurch

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Bank & 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

Forty Thousand and No/100-----Dollars (\$ 40,000.00) due and payable
in eleven (11) monthly payments of \$334.80, with the remaining balance due and payable one
(1) year from date ; the first monthly payment is due July 15, 1972;

with interest thereon from date at the rate of eight 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 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, within the corporate limits of the City of Greenville, being known and designated as the major portion of Lot No. 49 as shown on a plat of West End Land & Improvement Co., which plat is recorded in the R. M. C. Office for Greenville County in Plat Book A, at Page 153, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Palmetto Street at the joint front corner of Lots Nos. 48 and 49 and running thence with the joint line of said lots, S. 79 W. 150 feet to an iron pin at the corner of lots nos. 48, 49, 28 and 29; running thence with the rear line of lot no. 49, N. 11 W. 50 feet to an iron pin at the joint rear corner of lots nos. 49 and 50; running thence with the joint line of said property, N. 79 E. 150 feet to an iron pin on the western side of Palmetto Street, joint front corner of lots 49 and 50; thence with the western side of Palmetto Street, S. 11-50 E. 50 feet to the point of beginning; being the same property conveyed to us by Felicia C. Machen by deed of even date to be recorded herewith.

Robert L. Watkins, Jr. and Tamara A. Watkins are the owners of the legal title to the property described in the within mortgage and have contracted to sell the same to C. Dan Joyner and Charles E. Upchurch under Contract For Sale of Real Estate of even date. Robert L. Watkins, Jr. and Tamara A. Watkins are not indebted to the within Mortgagee and join in the execution of this Mortgage for the sole purpose of enabling C. Dan Joyner and Charles E. Upchurch to Create a valid mortgage over the within described property to secure the obligation of Joyner and Upchurch to the mortgagee.

Robert L. Watkins, Jr. and Tamara A. Watkins are the Lessees under that certain Lease dated April 19, 1971, with C. Dan Joyner as Lessor which Lease is recorded in the R. M. C. Office for Greenville County in Deed Vol. 937, Page 559 and said Robert L. Watkins, Jr. and Tamara A. Watkins waive their right of first refusal under paragraph 3 of said lease in favor of the within mortgage.

* Robert L. Watkins, Jr. and Tamara A. Watkins are the owners of the legal title of parcels 1 through 9 inclusive and the remaining property under this mortgage is owned by C. Dan Joyner and Charles E. Upchurch.

SEE REMAINING PROPERTY ON FIVE (5) ADDITIONAL SHEETS ATTACHED

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.