

GREENVILLE, S. C.

OCT 4 11 24 AM '72

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ELIZABETH RIDDLE
R.M.C.

BOOK 1251 PAGE 637
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, M & M Construction Company, Inc., W R Corporation and B. E. Mauldin--
(hereinafter referred to as Mortgagor) ^{are} well and truly indebted unto Commodity Warehouse Company, Inc.

(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
October 2, 1974, repayable Twenty Thousand and No/100 (\$20,000.00) Dollars on
October 2, 1973, and Twenty Thousand and No/100 (\$20,000.00) Dollars on October
2, 1974, with power in the makers hereof to anticipate and pay off any balance
due hereunder without penalty therefor at any time prior to maturity hereof

with interest thereon from date at the rate of seven (7%) 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, Chick Springs Township, situate on the Westerly side of S. C. Highway No. 21, being shown as Tract No. 2 on survey for Commodity Warehouse Company, Inc., dated September 10, 1964 as revised October 12, 1964 by Piedmont Engineers & Architects, as recorded in Plat Book "YY" on Page 200, R.M.C. Office for Greenville County, South Carolina, and having, according to said revised plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of S. C. Highway No. 21 in the North-west corner of its intersection with Donkle Drive and running thence along the Northeast right of way line of Donkle Drive N. 57-20 W. 426.2 feet to an iron pin in the center line of the track of the Seaboard Coast Line Railroad; thence along the center line of the said track N. 35-50 E. 643.75 feet to an iron pin; thence S. 58-50 E. 241.75 feet along South boundary of property of Saint Matthew Church; thence further along said boundary N. 36-20 E. 184.4 feet to an iron pin; thence further along said boundary S. 55-01 E. 194 feet to a nail and cap in the center of S. C. Highway No. 21; thence S. 34-42 W. 826.2 feet to a nail and cap at 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 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.