

REGULATION NO. 22
COMPLIED WITH

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1274 PAGE 327

FILED
GREENVILLE COUNTY
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, SAM ENTERPRISES, A PARTNERSHIP

(hereinafter referred to as Mortgagor) is well and truly indebted unto IMPERIAL PROPERTIES, 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 EIGHTEEN THOUSAND ONE HUNDRED FORTY SIX and 39/100
Dollars (\$18,146.39) due and payable

on demand

with interest thereon from _____ date _____ at the rate of six per centum per annum, to be paid: at maturity

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 in the City of Greenville at the North-eastern corner of the intersection of Laurens Road and Sycamore Drive, as shown on a Plat of the J. M. Woods Estate Property prepared by C. O. Riddle, R.L.S. on July 13, 1970, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northeastern corner of the intersection of Laurens Road and Sycamore Drive, and running thence along Laurens Road, S. 37-20 E., 102.7 feet to an iron pin; thence S. 41-17 E., 99 feet to an iron pin; thence N. 25-22 E., 293.4 feet to an iron pin; thence N. 14-17 E., 50.3 feet to an iron pin; thence N. 69-42 W., 194.7 feet to an iron pin on Sycamore Drive; thence S. 20-18 W., 240.4 feet to the point of beginning.

The within Mortgage is junior in lien to that certain Mortgage given by Imperial Properties, Inc. to Fidelity Federal Savings and Loan Association in the original amount of \$68,625.00, dated January 10, 1973, and recorded January 11, 1973, in the RMC Office for Greenville County, South Carolina in Mortgage Book 1263, Page 193 and is also junior in lien to that second Mortgage given by Imperial Properties, Inc. to W. R. Woods, Trustee in the original amount of \$13,500.00, dated January 10, 1973, and recorded January 11, 1973, in the RMC Office for said County and State in Mortgage Book 1263, Page 243.

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 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.