

NO. 22
STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S. C.

BOOK 1278 PAGE 69

Nov 21 3 45 PM '77 MORTGAGE OF REAL ESTATE

BONNIE S. TANNETT TO ALL WHOM THESE PRESENTS MAY CONCERN:
H.H.C.

WHEREAS, BENSON CHRYSLER & PLYMOUTH CORPORATION

(hereinafter referred to as Mortgagor) is well and truly indebted unto PAUL W. PEEPLES

(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

SEVENTY-FIVE THOUSAND AND NO/100 -----Dollars (\$ 75,000.00 due and payable

after January 1, 1973 thirty days after written demand.

with interest thereon from date at the rate of SEVEN per centum per annum, to be paid: upon 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, city of Greer, on the north side of Wade Hampton Boulevard, containing 4.02 acres, more or less, being known and designated as Lot A. on Estate Plat 26 of properties of the A. B. Groce Estate as retraced by Gooch & Taylor, Surveyors, September 8, 1942, and being more recently shown on a plat of property for E. G. Ballenger, by H. S. Brockman, Surveyor, dated June 19, 1967, recorded in Vol. SSS at page 382, 383 and according to said plat, having the following metes and bounds:

BEGINNING on an iron pin on the northern edge of the right of way line of Wade Hampton Boulevard, at the intersection of Forest Street, and running thence with Forest Street, N. 5-15 E. 589 feet, more or less, to an iron pin or stake in said Street; thence S. 62-00 E. 130 feet to an iron pin in center of Memorial Drive Extension; thence therewith, S. 50-18 E. 495 feet; more or less, to a curve; thence S. 41-16 E. 191 feet, more or less, to an iron pin on the northern edge of the right of way line of Wade Hampton Boulevard; thence with the right of way line of said Boulevard, S. 88-20 W. 275 feet to an iron pin; thence S. 86-00 W. 350 feet to 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 Lessee, from and against the Mortgagor and all persons whatsoever lawfully claiming the same or any part thereof.