BOOK 1282 PAGE 399

GREENVILLE DANKERSLEY

OF STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE DONNE S. TANKERSLEY

R.M.G.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DOBSON & DOBSON, ATTORNEYS AT LAW, P. A.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN 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

FOUR HUNDRED THOUSAND and 00/100----- Dollars (\$ 400,000.00) due and payable

AS MORE FULLY SET FORTH IN SAID NOTE

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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 Mortgage 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, self 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 Greenville on the Northwestern side of Church Street, being shown and designated on a Plat entitled "Dobson & Dobson, Attorneys at Law, P. A." dated October 25, 1972, made by Campbell & Clarkson, Surveyors, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book, Page, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at a pcint at the intersection of Tindal Avenue and Church Street and running thence with the Northwestern side of Church Street, N. 26-16 E., 144.1 feet to a point on the Northwestern side of the said Church Street at the joint corner of property herein conveyed and property owned by the South Carolina Highway Department; thence running with the common line of same, N. 2-37 W., 73.69 feet to a point on the Southern side of McKay Street; thence running with the Southern side of McKay Street, S. 88-50 W., 144.8 feet to an old iron pin, joint corner of property herein conveyed and property now or formerly of Chiles; thence running with the common line of Chiles property, S. 4-00 E., 115.4 feet to a point; thence continuing with the line of the Chiles property, S. 89-06 W., 73.9 feet to a point on the Eastern side of an old alley; thence running with the Eastern side of the said old alley, S. 4-11 E., 115.15 feet to an old iron pin located on the Northern side of Tindal Avenue; thence running with the Northern side of Tindal Avenue, the following courses and distances: N. 74-58 E., 74.1 feet to an old iron pin; N. 80-54 E., 70 feet to a point; and thence N. 86.35 E., 3.15 feet to the point and place of beginning.

ALSO, ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in the City of Greenville, on the South side of McKay Street, being known and designated as a portion of Lot No. 58 according to a plat of Cagle Park, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book C, at page 238, being shown more specifically on a plat made for the Grantees herein on March 13, 1973, by Campbell & Clarkson, and recorded in Plat Book 4Y, at page 97, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the South side of McKay Street and being 144.8 feet from the right-of-way of Church Street; and running thence along the line of property now owned by the Grantees, S. 4-00 E. 115.4 feet to an iron pin; thence S. 89-06 W. 50 feet to an iron pin; thence N. 4-01 W. 115.05 feet to an iron pin on the South side of McKay Street; thence with McKay Street N. 88-42 E. 50 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 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.