

GREENVILLE, S. C.

MORTGAGE OF REAL ESTATE - Office of JOHN W. ASHBY, JR., Attorneys at Law, Greenville, S. C.

DOONIE S. TANKERSLEY
R.M.C.

BOOK 1286 PAGE 191

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE

To all Whom These Presents May Concern:

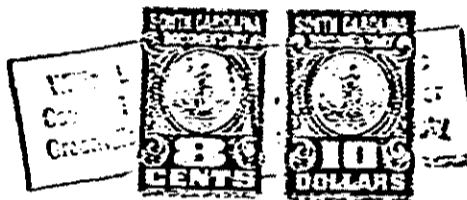
WHEREAS Barker Investments Inc.

well and truly indebted to

Joe C. McKinney

in the full and just sum of Twenty-five Thousand One Hundred Sixty-three and 17/100 Dollars, (\$25,163.17), one-third undivided interest in the following described property certain promissory note in writing of even date herewith, due and payable

July 30, 1974, interest payable semi-annually



, with interest thereon from July 30, 1973

at the rate of 10% per centum per annum, to be computed and paid

until paid in full; all interest not paid when due to bear

interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said Barker Investments Inc.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Joe C. McKinney

all that tract or lot of land in

Township, Greenville County, State of South Carolina.

near the City of Greenville, on the Northeastern side of Poinsett Highway being shown as a 52.88 acre tract as shown on a plat prepared by Carolina Surveying Company dated June 12, 1973, revised on June 20, 1973, and titled "Poinsett Highway Properties", recorded in the R. M. C. Office for Greenville County in Plat Book _____, Page _____ and having according to said plat the following metes and bounds:

BEGINNING at an iron pin at the eastern edge of the right-of-way of Poinsett Highway, and at the Southwest corner of the premises herein described, and running thence N 37-50 W 227.2 feet to an iron pin at the edge of said right-of-way; thence N 21-00 W 330.9 feet to an iron pin; thence in line of property now or formerly of Pedoler Steak House N 52-30 E 107.6 feet to an iron pin. Thence with line of property now or formerly of Baldwin S 23-24 E 52.5 feet to an iron pin; thence with the line of property now or formerly of Baldwin N 71-34 E 517.7 feet to an iron pin; thence continuing to follow the Baldwin property line N 20-07 W 453.1 feet to an iron pin; thence continuing to follow property line of Baldwin N 14-14 E 519.7 feet to an iron pin in line of property now or formerly owned by Tindal; thence following the Tindal property line S 81-51 E 369 feet to an iron pin; thence turning in a northerly direction and

(continued on next page)

4328 N.Y. 2