

FILED  
GREENVILLE CO. S. C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

BOOK 1290 PAGE 47

JUL 31 12 17 PM '73  
MORTGAGE OF REAL ESTATE  
DONNIE S. TANKERSLEY ALL WHOM THESE PRESENTS MAY CONCERN:  
R.H.C.

WHEREAS, we, Lawrence E. McNair and Donald D. Greer  
(hereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Mortgage Co., Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note <sup>dated July 20, 1973</sup> ~~of such date and amount, the terms of which are~~ incorporated herein by reference, in the sum of such sums as may be advanced under the terms of said note, not to exceed Five ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Hundred Fifty Thousand (\$550,000.00) Dollars

with interest thereon from date at the rate <sup>as contained therein, as may be from time to time,</sup> ~~per centum per annum, adjustable~~ modified.

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 Mortgagee may be indebted to the Mortgagor 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 Mortgagee 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

ALL that piece, parcel or lot of land situate, lying and being in the City of Greenville, Greenville County, State of South Carolina, containing 4.00 acres, bounded by I-385, Haywood Road and Congaree Road, and having according to a "Compiled Plat for McNair-Greer Partnership", prepared by Enwright Associates, Engineers, dated August 27, 1973, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the edge of the right-of-way of Congaree Road and the joint corner of land herein described and other land of Grantor and running thence N. 17-59 W. 200 feet to an iron pin; thence turning and running N. 31-25 E. 405.45 feet to an iron pin at the edge of the right-of-way of I-385; thence turning and running along the edge of said right-of-way S. 53-13 E. 468.97 feet to an iron pin; thence turning and running S. 9-51 W. 91.37 feet to an iron pin at the edge of the right-of-way of the intersection of Haywood Road and Congaree Road; thence turning and running along the edge of the right-of-way of Congaree Road S. 72-01 W. 535.73 feet to the point of beginning.

\* This is a second mortgage as to the covered property and the mortgage is given as additional security for a promissory note executed on July 20, 1973 and to cover additional advances under said note.

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.

0047

4328