

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
SER 11 9 05 PM '74
DONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, NUTEX, INC.

(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

THIRTY-SIX THOUSAND NINE HUNDRED AND 00/100----- Dollars (\$ 36,900.00) due and payable
On April 10, 1975

with interest thereon from April 10, 1974 at the rate of nine per centum per annum, to be paid:
quarterly, commencing July 10, 1974.

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, his 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, lying and being on the south side of Catalina Drive near the City of Greenville, and being shown as all of Lot Nos. 12, 13 and 14 on plat of property of "W. A. Sanders" dated September, 1948, and being recorded in the R.M.C. Office for Greenville County, South Carolina, in plat book "S" at page 149, and being Lot Nos. 9 and 10 on plat of property of "R. G. Wilson" prepared in March, 1974, by Dalton & Neves Company, Engineers (to be recorded herewith) and having according to the recent survey to be recorded, the following metes and bounds to-wit:

BEGINNING at an iron pin on the south side of Catalina Drive at a point 1,102 feet N. 72-38 E. from the intersection of Catalina Drive with the east side of Old Rutherford Road, said point being the northernmost point of the boundary line between Lot Nos. 8 and 9 on said plat to be recorded; thence N. 72-38 E., 276 feet along the southern edge of Catalina Drive to an iron pin; running thence S. 17-22 E., 105.1 feet to a point; running thence S. 72-17 W. 276 feet to a point; running thence N. 17-22 W. 106.8 feet to a point, 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.