

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

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

MAY 24 3 05 PM '74

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WHEREAS, DONNIE S. TANKERSLEY
PARIS MOUNTAIN COMMERCIAL PROPERTIES, INC.

a corporation chartered under the laws of the State of SOUTH CAROLINA
(hereinafter referred to as Mortgagor) is well and truly indebted unto

T. WALTER BRASHIER

of Dan E. Bruce

(hereinafter referred to as Mortgagee) as evidenced by the ~~XXXXXX~~ promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of:

Seventy Thousand Five Hundred Seventy-seven and No/100 Dollars (\$ 70,577.00) due and payable

in full one (1) year from date,

with interest thereon from date at the rate of eight per centum per annum, to be paid: at 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, the Mortgagee's heirs, successors and assigns:

~~XXXXXX~~

ALL that certain piece, parcel, or tract of land, situate, lying and being in the County of Greenville, State of South Carolina, containing 4.28 acres, and being shown on a plat for Paris Mountain Commercial Properties, Inc., dated March, 1973, by Webb Surveying and Mapping Co., recorded in the RMC Office for Greenville County, S. C. in Plat Book 5A, Page 1, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of South Parker Road, which point is located N. 59-54 E. 120 feet from an iron pin at the southeastern intersection of South Parker Road with New Buncombe Road (Poinsett Highway), and running thence N. 59-54 E. 270.71 feet to an iron pin on the southern side of South Parker Road; thence S. 23-04 E. 732.86 feet to an iron pin at the corner of property now or formerly of Gambrell; thence S. 47-57 W. 145.31 feet to an iron pin on the eastern right of way of New Buncombe Road (Poinsett Highway); thence along the eastern right of way of said New Buncombe Road (Poinsett Highway) N. 41-55 W. 673.79 feet to a point; thence leaving the right of way of New Buncombe Road (Poinsett Highway) and running N. 59-54 E. 120 feet to a point; thence N. 41-55 W. 100 feet to the point of beginning.

It is understood and agreed between the Mortgagor and Mortgagee herein that the within mortgage constitutes a third mortgage on the above described property, being junior in lien to a first mortgage held by Frances T. Mitchell, et al, recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1183, at Page 447; and a second mortgage, as modified, held by First Piedmont Mortgage Company, Inc. which is recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1274, at Page 283.



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.

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