

JUL 17 10 40 AM '74

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Cleveland Associates, a Partnership,

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. & S. National Bank

(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

One Hundred One Thousand and No/100----- Dollars (\$ 101,000.00) due and payable

according to the terms of note dated June 24, 1974

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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, 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, as is more fully shown on a plat entitled "Revision Lot 1 Professional Park on Cleveland" prepared by Campbell & Clarkson Surveyors, Inc., dated December 27, 1971, and recorded in the R. M. C. Office for Greenville County in Plat Book 4-R at Page 15 and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southwestern side of Cleveland Street Extension at the intersection of Cleveland Court and running thence with the southwestern side of Cleveland Street Extension, S. 54-19 E. 44.86 feet to an iron pin; thence continuing with the southwestern side of Cleveland Street Extension, S. 49-59 E. 100 feet to an iron pin; thence continuing with the southwestern side of said street, S. 45-37 E. 100 feet to an iron pin at the corner of property of R. E. Ingold and running thence with the line of said property, S. 66-36 W. 671.5 feet to an iron pin on the bank of Reedy River; thence continuing S. 66-36 W. 35 feet, more or less, to the center of Reedy River and running thence with the river as the property line, the traverse lines of which are N. 55-25 W. 109.5 feet to an iron pin and N. 58-17 W. 104.15 feet to an iron pin on the bank of said Reedy River, which iron pin is located N. 60-36 E. 35 feet, more or less, from the center of the river at the corner of property of James Neal and Associates and running thence with the line of said property, N. 60-36 E. 167.5 feet to an iron pin; running thence still with the property of James Neal and Associates, N. 31-47 E. 76 feet to an iron pin on the turnaround of Cleveland Court; thence with the curvature of said turnaround, the chords of which are N. 54-43 E. 54.65 feet and N. 31-19 E. 17.95 feet to an iron pin on the southwestern side of Cleveland Court; thence with the southwestern side of Cleveland Court, N. 66-36 E. 347.2 feet to an iron pin at the intersection of Cleveland Court and Cleveland Street Extension; thence with the curvature of said intersection, the chord of which is S. 83-52 E. 43.5 feet to the point of beginning.

This property is subject to a mortgage given by Cleveland Associates to First Federal Savings & Loan Association in the amount of \$405,000.00 recorded in Mortgage Book 1249 at page 144, and also subject to a mortgage given by Richard H. Crooks to R. E. Ingold in the amount of \$23,075.00 recorded in Mortgage Book 1218 at page 433. The within mortgage constitutes a second mortgage on the property described above.



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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