

HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU STREET, GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.

DEC 13 11 45 AM '74
DONNIE S. TANNER
R.L.C.

**MORTGAGE OF REAL ESTATE
(CORPORATION)**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Hillcrest Skating, Inc., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto Charles R. Fisher, Bertha D. Fisher, W. Bruce Durham and Lannie F. Durham

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Fifty-Eight Thousand and 00/100-----Dollars (\$58,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of eight per centum per annum, to be paid as provided for in said note; and,

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 piece, parcel or tract of land located, lying and being in the County of Greenville, State of South Carolina, on the northern side of State Highway 14 (formerly U. S. Highway 276) between Simpsonville and Fountain Inn, containing 2.028 acres, more or less, being shown as the property of Helen Knight Leake according to a survey and plat by C. O. Little, Registered Surveyor, dated July 2, 1962, and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of the highway at the corner of property now or formerly of J. W. Buchanan and running thence N. 19-50 E. 37.5 feet to an iron pin on the right of way of the highway and continuing the same course 179.15 feet to an iron pin; thence N. 76-58 W. 410.4 feet to an iron pin; thence N. 76-00 W. 44.6 feet to an iron pin at the corner of property now or formerly of Richardson; thence along the Richardson line, S. 22-15 W. 135 feet to an iron pin on the right of way line of the highway; thence continuing same course 37.6 feet to the center of the highway; thence along the center of said highway, S. 71-16 E. 459.3 feet to the beginning corner.

The within property is the same conveyed to the Mortgagor by deed of Mortgagee of even date herewith, the same being a purchase money mortgage.



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.

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