

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, L. P. Martin,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company, a corporation,

(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 Twenty-Five Thousand Dollars (\$25,000.00) due and payable

in eighty-four (84) equal monthly installments, at the rate of Four Hundred Two Dollars and Twenty-Three (\$402.23) Cents per month, commencing on the 15th day of June, 1975, and on the 15th day of each succeeding month until paid in full,

with interest thereon from date at the rate of Nine per centum per annum, to be paid: after 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, 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, situate on the Northern side of U.S. Highway 123, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin in the Northern line of the right-of-way of U.S. Highway 123, 100 feet from the intersection of Highway 123, and an improved county road and running thence with the Northern side of the right-of-way of Highway 123, 230 feet to a pin; thence in a Northwesterly direction in a line perpendicular to the right-of-way of Highway 123, 100 feet more or less to a point on the Southern side of right-of-way of Harris Street; thence with the Southern side of Harris Street, S. 79-26 W. 106 feet more or less to a pin; thence continuing with the Southern side of Harris Street, N. 86-18 E. 124.5 feet to a pin; thence S. 5-33 E. 43.7 feet to the point of beginning.

This is a portion of the same property conveyed to the mortgagor by deed recorded in the R.M. C. Office for Greenville County in Deed Book 399, at page 152.

There is located upon the property a filling station and two brick store buildings and this mortgage is executed subject to certain leases.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incidental 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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