

HORTON DRAWDY MARCHBANKS NEWBERRY CAMPBELL & BROWN P.A. 307 PETTIGRU STREET, GREENVILLE, S.C. 29602

FILED GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DEC 23 8 45 AM '75 MORTGAGE OF REAL ESTATE
(CORPORATION)
DONNIE S. TANKERSLEY ALL WHOM THESE PRESENTS MAY CONCERN:
R.H.C.

WHEREAS, MONSIGNOR ANDREW K. GWYNN, 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 LT. COL. L. J. LAIEWSKI and DOUGLAS C. KERRIGAN, as Co-Trustees for miscellaneous individuals as explained hereinbelow,

notes dated June 5, 1975 or thereafter, (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the total sum up to but not to exceed FORTY THOUSAND AND NO/100----- Dollars (\$ 40,000.00) due and payable as provided for under the terms and conditions of said notes 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 notes 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 lot of land lying, situate and being in the County of Greenville, State of South Carolina, and shown on a survey for Walter Goldsmith made by Carolina Engineering and Surveying, May 17, 1973, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Haywood Road 669 feet northeast of the intersection of Airport Road and Haywood Road, and running thence N. 38-13 W. 248.8 feet to an iron pin on the line of property now or formerly of Duke Power Company; thence N. 73-45 E. 100.2 feet to an old iron pin; thence S. 38-58 E. 181.1 feet to an old iron pin on the northwest side of Haywood Road; thence along Haywood Road S. 34-12 W. 100 feet to the point of beginning.

This mortgage is intended to provide security for a number of promissory notes to be issued by the Mortgagor on June 5, 1975, or within 180 days thereafter, and the Co-Trustees shall receive a list or copy of said notes, certified by the President and Secretary of the Mortgagor corporation. The Co-Trustees shall thereafter be obligated not to cancel or otherwise release this mortgage until all of said notes certified to them are first paid and/or satisfied. In the event of the death of one of the Co-Trustee Mortgagees, the survivor is empowered to act individually.



Together with all and singular rights, members, herditaments, 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 intation 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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