

FILED
GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JUN 22 2 43 PM '76
DANNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, RESTHAVEN MEMORIAL GARDENS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

ANDERSON AUTO PARTS, INC.

(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

THIRTEEN THOUSAND FOUR HUNDRED NINETY-FOUR & 11/100 Dollars (\$13,494.11) due and payable

according to terms of ^{note of} even date to Southern Bank & Trust Company in the above amount.

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, in Gantt Township, and being part of the Sue Simpson homeplace and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwestern intersection of U.S. Hwy. 29 and entrance to Oakville Drive-In Theatre and running thence S. 84-36 W. 606-feet to a point in the center of the Railroad; thence in a northeasterly direction along the center of said Railroad to a point at the southwestern corner of property heretofore conveyed to J. A. Simpson and Paul M. Simpson to Resthaven Park to a point in the west side of U.S. Hwy. 29; thence S. 18-30 W. along the western side of said highway to the beginning corner.

This is the same property as recorded in Deed Book 906, at Page 88 and as a deed in Deed Book 1028, at Page 888.

This mortgage is junior to mortgage covering the above property given to Southern Bank & Trust Company.

This mortgage is given as security for obligation given by the parties to Southern Bank & Trust Company on January 20, 1976, and this mortgage is to be satisfied upon satisfaction of that note.



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.

0 6 7 0
4328 RV-2