

102 S Main St.
Greenville, S.C.

BOOK 1380 PAGE 50

FILED
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C. MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE } 0 3 25 PM '76 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, MAG Associates, a South Carolina Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto First National Bank of South Carolina

(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

Thirty-five Thousand and 00/100 ----- Dollars (\$ 35,000.00) due and payable

with interest thereon from _____ date at the rate of nine (9) per centum per annum, to be paid: 6 months from date

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

1. ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville as is more fully shown on a survey for Dennon O. Jones, Lawrence E. McNair and McDonald Kelly prepared by Enwright Associates dated May 20, 1974 and revised July 24, 1975 containing 5.08 acres and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Butler Avenue (South Carolina Road No. 107) at the joint corner of a tract containing 14 acres and the within described 5.08 acre tract and running thence with the northern side of Butler Avenue, the following courses and distances, to-wit: S. 65-57 W. 78.14 feet; S 67-27 W. 99.25 feet; S. 68-54 W. 99.52 feet; S. 69-48 W. 49.39 feet to an iron pin at the corner of the intersection of Butler Avenue and Pine Crest Drive; running thence with the eastern side of Pine Crest N. 12-28 W. 626.39 feet to an iron pin; running thence N. 64-18 E. 280 feet to an iron pin at the corner of said 14 acre tract; thence with the line of said 14 acre tract S. 25-49 E. 637.86 feet to the point of BEGINNING together with that portion of property between the above described property and the center line of Butler Avenue and the center line of Pine Crest Drive.

2. All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Greenville as is more fully shown on a survey for Dennon O. Jones, Lawrence E. McNair and McDonald Kelly prepared by Enwright Associates dated May 20, 1974 and revised July 24, 1975 containing 0.654 acres and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Butler Avenue (South Carolina Road No. 107) located 200 feet from its intersection with Laurens Road (U.S. Highway No. 276) and running thence with the northern side of Butler Avenue S. 63-42 W. 150 feet to an iron pin; running thence N. 26-18 W. 187.5 feet to an iron pin; running thence N. 63-45 E. 54.25 feet to an iron pin; running thence N. 63-42 E. 100 feet to an iron pin; running thence S. 25-00 E. 187.5 feet to the point of BEGINNING.

This being the same property conveyed to the mortgagor by deed of M & K Properties, a Partnership, now known as Kelmac, dated April 19, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1036 at Page 20.

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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