

P.O. Drawer 969
Greenville, S. C. 29602

FILED
GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

APR 15 3 06 PM '77
BONNIE S. TANKERSLEY
R.M.C.

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

WHEREAS, John E. Walton

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

(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 -----

One Hundred Thousand and No/100----- Dollars (\$ 100, 000. 00) due and payable
in accordance with the terms of said note;

with interest thereon from date at the rate of 7-3/4 per centum per annum, to be paid: only on
amount drawn as needed during construction.

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, as shown on plat of survey prepared by Tri-State Surveyors, John A. Simmons R.L.S. 2212, to be recorded, consisting of 1.50 acres fronting upon Memorial Drive Extension and Village Drive at Village Greer Shopping Center being more fully described according to said survey as follows:

BEGINNING at an iron pin in the southeastern corner of the tract described herein, said iron pin situated on the right of way line of Village Drive and located 25 feet, more or less, from the center line of Village Drive; thence with the right of way of Village Drive S. 54-37 W. 93. 3 feet to an iron pin; thence continuing with said right of way S. 45-31 W 125. 9 feet to an iron pin; thence N. 89-39 W. 35. 5 feet to an iron pin on the right of way line of Memorial Drive Extension; thence N. 44-49 W. 236. 9 feet to an iron pin; thence along the line of Village Greer N. 45-31 E. 254. 6 feet to an iron pin; thence S. 42-24 E. 276. 9 feet to the point of beginning.

The above property is the same conveyed to the Mortgagor herein by deed of Village Greer, A Partnership, by deed recorded in the R.M.C. Office for Greenville County, South Carolina, on June 14, 1976, in Deed book 1037, at page 924.

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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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