

Aug 15 3 58 PM '77

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P. I. C. LOAN NUMBER

DONNIE S. TANKERSLEY
R.H.C.

5 157 564

DOCUMENTS
STATE TAX 200.00
REC-11215

State of South Carolina, } ss.
COUNTY OF GREENVILLE

THIS MORTGAGE, made the 27th day of June, 1977, between BLAKE P. GARRETT, Jr., as Trustee under written Agreement with Blake P. Garrett, Sr., Blake P. Garrett, Jr., Mason Y. Garrett, Peter T. Garrett, James B. Garrett, David H. Garrett, David T. Garrett, Stewart H. Garrett, Mary G. McDannald, W. Gordon Garrett, and Preston E. Garrett, recorded in the RMC Office for Greenville County, S. C., in Deed Book 1048, page 684, dated 12/29/76, of the County of Greenville, State of South Carolina, hereinafter called Mortgagor, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having its principal office in Newark, New Jersey, hereinafter called Mortgagee.

WHEREAS, Mortgagor is indebted to Mortgagee for money loaned, to secure the payment of which Mortgagor has executed and delivered to Mortgagee a note of even date herewith, in the principal sum of Five Hundred Thousand and

no/100ths ----- Dollars (\$ 500,000.00), payable to the order of Mortgagee at its aforesaid principal office or at such other place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 15th day of August 19 92 to which note reference is hereby made.

NOW, THEREFORE, Mortgagor, in consideration of the aforesaid debt, and also in consideration of the further sum of Three Dollars to him in hand paid by Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing (1) payment of said indebtedness as in said note provided, (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents grant, bargain, sell and release to Mortgagee, its successors and assigns, the following described real estate situated in the

of Greenville County, South Carolina:

ALL that piece, parcel or tract of land, containing 5.72 acres, more or less and containing 249,222 square feet, situate, lying and being on the northwestern side of the Old Anderson Road, (South Carolina Highway No. 81) near the intersection thereof with the White Horse Road, in Gantt Township, Greenville County, South Carolina, being a part of the property of P. L. and Pauline B. McHugh as shown on a plat thereof made by Dalton & Neves, Engineers, dated March, 1954, recorded in the RMC Office for Greenville County, S. C., in Plat Book BB, page 56, and also being shown on a plat of the property of P. L. & PAULINE B. McHUGH, made by C. O. Riddle, Surveyor, dated June 7, 1976, recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-T, page 43, as having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Old Anderson Road at the northwestern intersection thereof with a 25 foot private alley, said iron pin being located approximately 249.4 feet west of the intersection of the right of way of Old Anderson Road with the right of way of the White Horse Road, and running thence with the northwesterly side of Old Anderson Road, the following courses and distances: S. 39-35 W., 46.45 feet to an iron pin, S. 41-29 W., 100 feet to an iron pin, S. 45-39 W., 100 feet to an iron pin; S. 49-46 W., 100 feet to an iron pin, and S. 53-51 W., 104.15 feet to an iron pin; thence with the line of a tract containing 140,214 square feet, N. 23-38 W., 572.5 feet to an iron pin; thence with the line of property now or formerly owned by Rosamond, N. 51-24 E., 474.4 feet to an iron pin on the western side of said 25 foot alley; thence along the western side of said alley, S. 19-58 E., 546.6 feet to an iron pin, the point of beginning.

The above described property is the same conveyed to Blake P. Garrett, Jr., as Trustee, aforesaid, by deed of Garrett & Garrett, a General Partnership, dated December 27, 1976, recorded in the RMC Office for Greenville County, S. C., on December 29, 1976, in Deed Book 1048, page 583. Blake P. Garrett, Jr., is holding title to the above described property as Trustee pursuant to the terms of that certain instrument of Trust, dated December 27, 1976, recorded in the RMC Office for Greenville County, S. C., in Deed Book 1048, page 684.

ALSO: ALL Furniture or furnishings, fixtures and equipment installed in, affixed to, placed upon, or used in connection with the above described property, and all such property which may hereafter be installed in, affixed to, placed upon, or use in connection with the same and all replacements thereof, additions thereto and substitutions therefor, except for any of such items which are property owned by any tenants which according to the terms of any applicable Lease may be removed by such tenant or lessee at the expiration of such Lease, specifically including certain Climatrol combination heating and air conditioning units, Serial Numbers BM878205, AM858304, BM878205 and BM878192, Model # 935-4-60H-00 & ULH-10000-7U.

The mortgagor covenants and agrees to maintain complete records of all gross income and expenses for the above described property for each fiscal year and to furnish to Mortgagee within ninety days after the end of each fiscal year a statement thereof, prepared by an accountant acceptable to the Mortgagee showing in comparative form and in reasonable detail all of the gross income due or received and expenses incurred for the previous fiscal year and an annual rental schedule. Such reports shall also show the total gross sales of each tenant having a percentage Lease, and the Mortgagee shall have the right upon five days prior written notice, to inspect and make copies of, Mortgagor's

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