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MORTGAGE OF REAL ESTATE BY A CORPORATION - Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
NOV 10 4 43 PM '77
J. S. TAKKERSLEY
R.M.C.

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

WHEREAS, SCOTT-ARCHER PROPERTIES

a corporation chartered under the laws of the State of Tennessee
(hereinafter referred to as Mortgagor) is well and truly indebted unto PAUL B. SCOTT

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's ~~promissory notes of even date herewith, the terms of which are incorporated herein by reference, in the sum of~~

two promissory notes, each dated June 29, 1977, one of said notes being in the principal amount of \$18,000.00 and the other being in the principal amount of \$10,000.00, both of said notes being payable in 120 monthly installments with interest at the rates set forth thereon, the terms of each of said notes being incorporated herein by reference.

~~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, the Mortgagee's heirs, successors and assigns:

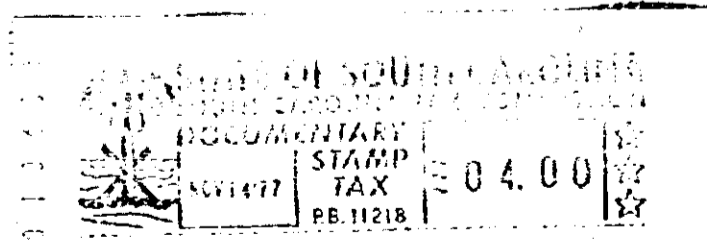
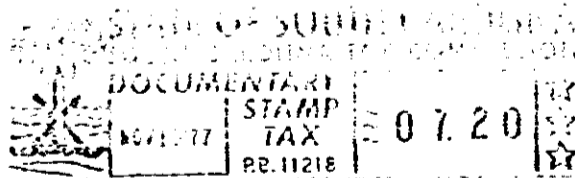
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Grove Road, and on the southeastern side of the right of way of Highway I-85 and being shown on a plat entitled "Property of Scott-Archer Properties" dated January 20, 1977, prepared by Carolina Surveying Co., and being recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5Y at page 39, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Grove Road at the joint front corner of the property herein described and property of Cannon and running thence S. 81-30 W. 175 feet to a point; thence turning N. 15-33 E. 94.4 feet to a pin in the right of way of Highway I-85; thence along said right of way N. 47-32 E. 100.5 feet to a point; thence continuing along said right of way N. 42-03 E. 147.4 feet to a point; thence S. 69-07 E. 42.1 feet to a point on the western edge of the right of way of Grove Road; thence along the western edge of said road S. 16-26 W. 80 feet and S. 15-33 W. 155.9 feet to a point, the beginning corner.

AND, all of the grantor's right, title and interest in and to the adjacent property lying within the right of way of Highway I-85, if any.

Being the same property conveyed to the mortgagor by deed of Eneri Industries, Inc., recorded September 1, 1977 in deed book 1050, page 401.

The lien of this mortgage is second in priority to the lien of that certain mortgage given by J. A. Posey to First Federal Savings and Loan Association, Greenville, South Carolina, dated June 23, 1971, recorded in mortgage book 1196, page 332.



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 is 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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