

MAR 15 2 37 PM '78

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LARRY FRANK'S AUTO BODY WORKS INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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 TEN THOUSAND AND NO/100 Dollars \$ 10,000.00 due and payable

180 DAYS FROM DATE

with interest thereon from date at the rate of NINE per centum per annum, to be paid: AFTER MATURITY

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:

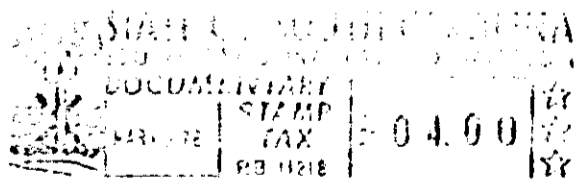
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville in Gantt Township, containing 21 acres, more or less, according to said plat made by R. E. Dalton, Surveyor, in November, 1944, and recorded in the RMC Office for Greenville County in Plat Book U, Page 199, the property is more fully described as follows:

BEGINNING at a white oak tree on Fork Shoals Road at the corner of property now or formerly owned by Hendricks and running thence N. 26-18 E., 993 feet to an iron pin; thence N. 26-03 E., 350 feet to a point at the southwestern corner of a cemetery, said line to corner of cemetery being approximately S. 63-57 E., 190 feet, more or less, to a point; thence S. 30-44 E., 172 feet along the southwestern side of said cemetery to the center of the county Road; thence continuing S. 30-44 E., 1220 feet to a point on the corner of Henry Willimon property and 46.50 acres since deeded to the Greenville Gun Club; thence N. 88-59 W., 831.6 feet, more or less to a CI monument; thence S. 76-42 W., 757.6 feet across Fork Shoals Road to a CI monument; thence N. 26-13 E., 225 feet across Fork Shoals Road to the point of beginning.

Less, however, that certain tract of land conveyed to Irene L. Frank by deed recorded in Deed Book 814, Page 292, February 22, 1967, and recorded in Plat Book NNN, Page 152, containing 3 acres, more or less.

This is the identical property conveyed to the above named mortgagor by deed of Irene L. Frank recorded in the RMC Office for Greenville County in Deed Book 958, Page 582 dated October 25, 1972.

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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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