

Mortgagee's address: 114 Meyers Drive, Greenville, South Carolina 29605

HORTON, DRAWDY, MARCHBANK & BROWN, P.A. 307 PETTIGRU STREET, GREENVILLE, S.C. 29603

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
MAR 31 3 13 PM '78  
DORRIS S. TANKERSLEY  
R.H.C.

MORTGAGE OF REAL ESTATE  
(CORPORATION)

BOOK 1427 PAGE 594

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, McNeely Real Estate, Inc. \_\_\_\_\_, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto E. M. Pendleton \_\_\_\_\_

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Seventy Thousand and No/100 \_\_\_\_\_ Dollars

(\$ 70,000.00 ) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 8.5-- per centum per annum, to be paid as provided for in said note; and, in equal monthly payments of principal and interest of \$777.04 each for a period of 12 years with the first payment being due on the 1st day of May, 1978.

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 those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being at the northeastern corner of the intersection of Lupu Avenue and Augusta Street in the City of Greenville, County of Greenville, State of South Carolina and known and designated as Lots Nos. 1, 2 and 3 of Hicks & Jackson Property as shown on plat prepared by Freeland and Associates, Engineers and Land Surveyors dated March 9, 1978 and entitled "Property of McNeely Real Estate, Inc." and recorded in the R.M.C. Office for Greenville County in Plat Book 6-0 at Page 6, said lots having the following metes and bounds, to-wit:

BEGINNING at a new iron pin at the joint front corner of Lots 3 and 4 on the northeastern side of Augusta Street and Lupu Avenue and running thence along Augusta Street, N. 46-41 W., 75 feet to a point ("X" in concrete); running thence along Lupu Avenue, N. 41-26 E., 150.1 feet to a new iron pin at the corner of Lot 1 on Cherry Avenue; running thence along Cherry Avenue S. 46-41 E., 80.0 feet to a new iron pin; thence S. 43-19 W., 150.0 feet to a new iron pin on Augusta Street, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of E. M. Pendleton recorded in the R.M.C. Office for Greenville County March 31, 1978 in Deed Book 1076 at Page 289.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DOCUMENTARY  
STAMP  
TAX  
= 28.00  
MAY 1978

Together with all and singular rights, members, hereditaments, 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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