

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

MAY 21 11 18 AM '78

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

WHEREAS, NEELY'S, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF GREER

(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 Forty-Six Thousand and 00/100-----

Dollars (\$46,000.00) due and payable in monthly installments of \$ 582.72 per month, beginning May 22, 1978 and continuing on the 22nd of each month for 120 months until paid in full.

with interest thereon from date at the rate of 9 % 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 amount of 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 Mortgagee 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 and reflected as Lot No. 3 on the plat prepared by Kermit T. Gould, on October 18, 1975 and entitled, The Property of Neely's Inc. containing 1.243 acres, more or less, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin located at the corner of Old U. S. Highway 29 and running from said point along the right-of-way of Old U. S. Highway 29 S 59-57 W 146.34 feet to an iron pin; thence turning and running N 50-52 W 385.69 feet to an iron pin; thence turning and running N 54-47 E 143.7 feet to an iron pin; thence turning and running S 50-47 E 399.35 feet to the point of beginning.

THIS being a portion of the property as conveyed to Neely's Inc. from K. Edd Neely, Jr. and being recorded in the R.M.C. Office for Greenville County on August 31, 1960 in Deed Book 658 at Page 24.

THE address of the Mortgagee is: P. O. Box 708, Greer, South Carolina 29651

[Redacted signature area]

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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 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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