

LEATHERWOOD, WALKER, TODD & MANN

FILED
GREENVILLE CO. S. C. MORTGAGE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
JULIE S. TUCKERLEY
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:
ASSOCIATED GROCERS, INC. OF SOUTH CAROLINA

GREENVILLE, SOUTH CAROLINA of
hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY, a corporation organized and existing under the laws of Florida, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Two Hundred Seventy-Five Thousand and no/100 Dollars (\$ 275,000.00), with interest from date at the rate of Nine -three qtrs. per centum (9-3/4%) per annum until paid, said principal and interest being payable at the office of The Independent Life and Accident Insurance Company in Jacksonville, Florida, or at such other place as the holder of the note may designate in writing, in monthly installments of Two Thousand Nine Hundred Thirteen and 30/100 Dollars (\$ 2,913.30), commencing on the 1st day of June, 1978, and on the 1st day of each month thereafter until the principal and interest are fully paid.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville, State of South Carolina:

ALL that tract of land in Greenville County, South Carolina, on the southern side of Sulphur Springs Road (sometimes known as Franklin Road) containing 6 acres, more or less, and having according to the survey made by R. B. Bruce, R.L.S., and recorded in the RMC Office for Greenville County in Plat Book LLL, Page 71, the following metes and bounds, to-wit:

BEGINNING at a point in the intersection of Sulphur Springs Road and Pinsley Circle (formerly Grand Drive), and running thence with the center of Pinsley Circle, S. 3-27 E. 345.1 feet; thence S. 1-13 E. 125.6 feet; thence S. 9-48 W. 2.5 feet and S. 0-59 E. 125 feet to a point; thence S. 89-09 W. 462.8 feet to a pin on the right-of-way of Duke Power Company; thence with the eastern side of said right-of-way N. 15-46 W. 128.9 feet to an iron pin; thence N. 15-35 W. 466.7 feet to a point in the center of Sulphur Springs Road; thence with the center of said Road, N. 87-10 E. 603.4 feet to the point of beginning.

The above described property includes a portion of the right-of-way of Sulphur Springs Road and the right-of-way of Pinsley Circle.

The above described property was conveyed to the mortgagor by two deeds from Greenville & Northern Railway Company dated May 10, 1965 and November 11, 1960 and recorded on June 25, 1965 and November 29, 1960 in the RMC Office for Greenville County in Deed Book 776, at Page 299 and Deed Book 663 at Page 491, respectfully.

In the event the loan is prepaid the following prepayment fees shall be applicable:
3% of principal balance outstanding if prepaid during the first year; 2-1/2% of principal balance outstanding if prepaid during the second year; 2% of principal balance outstanding if prepaid during the third year; 1-1/2% of principal balance outstanding if prepaid during the fourth year; 1% of principal balance outstanding if prepaid during the fifth year; thereafter the borrower may prepay prior to maturity without premium or fee.

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Together with all and singular the rights, members hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the 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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