FILLU GREENVILLE CO. S. C.

1431 3 44 PM CONNE S. TANKERSLEY

R.H.C.

890x 1433 8456 759

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Robert H. Yeargin

, (hereinafter referred to as Mortgagor)

SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, Greenville, S. C., (hereinafter referred to as Mortgagee) as evidenced by the Mortgage of denced by the Mortgagor's promissory note(s) of even date herewith, the terms of which are incorporated herein by reference, in the sum of Forty-Eight Thousand Seven Hundred Fifty and No/100ths DOLLARS (\$ 48,750.00 ), with interest thereon as provided in said promissory note(s), said principal and interest to be paid therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable June 1 , 1993

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 to secure the performance of all covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, 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.

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All that certain piece, parcel or lot of land in the McAlister Plaza, in the City of Greenville, County of Greenville, State of South Carolina, on the southwesterly side of Edinburgh Court, being more particularly shown on plat entitled "Portion of McAlister Plaza", prepared December, 1961, revised April, 1963, and September, 1964, by Piedmont Engineering Service, said revised plat recorded in the office of the R.N.C. for Greenville County in Plat Book YY, Page 199, and having according to said plat the following metes and bounds:

BEGINNING at a point on the southwesterly side of Edinburgh Court in line of property heretofore conveyed to Ben W. Lewis, and running thence along the southwesterly side of Edinburgh Court, N. 61-23 W. 50 feet to a point; thence turning and running S. 28-40 W. 175.4 feet to a point in the center of a 15foot alley; thence turning and running along the center of said alley, S. 62-00 E. 51.8 feet to a point in line of property of Ben W. Lewis; thence along line of said property N. 28-05 E. 175.8 feet to a point on the southwesterly side of Edinburgh Court, the point of beginning.

ALSO: All that certain piece, parcel or lot of land in McAlister Plaza, in the City of Greenville, County of Greenville, State of South Carolina, being that portion of Edinburgh Court which is contiguous to the property present1 owned by the grantee herein and being bounded on either side by a straight extention of the side lines of the lot presently owned by the grantee to a line at or near the center of Edinburgh Court, and having according to the plat of Section No. 1, Portion of McAlister Plaza, prepared December, 1961, most recently revised in August, 1973, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly edge of Edinburgh Court said pin being the joint corner of the lot presently owned by the grantee herein with the lot presently owned by William J. Wirthlin and James H. Gaines and running thence along the southwesterly edge of the right of way for Edinburgh Court S. 61-23 E. 50 feet to an iron pin, corner of lot designated on said plat as belonging to Ben W. Lewis; thence turning and running

(Continued on Page Four hereof)

**COMMERCIAL MORTGAGE** 

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