

GREENVILLE LEATHERWOOD, WALKER, TODD & MANN

BOOK 1438 PAGE 981

MORTGAGE OF REAL ESTATE BY A CORPORATION - Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law,

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE BY A CORPORATION
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, American Auto Parts of Greenville, Inc.

a corporation chartered under the laws of the State of South Carolina
(hereinafter referred to as Mortgagor) is well and truly indebted unto
Stephen F. Bahan

(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 Fifty-Eight Thousand and no/100

Dollars (\$ 58,000.00) due and payable

on demand

with interest thereon from _____ date _____ at the rate of 8% _____ per centum per annum, to be paid on demand

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, the Mortgagee's heirs, 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, on the southwestern side of White Horse Road, being shown and designated as Lot #1 of revised plat of lots 1, 2, 3 and 4 of Cochran Heights, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book DD, at Page 194 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point on White Horse Road at the intersection of said road with Maxcy Avenue and running thence along the northern side of Maxcy Avenue, S. 62-44 W. 151.1 feet to a point; thence N. 34-47 W. 80.1 feet to a point, the joint rear corner of lots 1 and 2; thence along the common line of said lots, N. 55-13 E. 150 feet to a point on the southwestern side of White Horse Road, the joint front corner of lots 1 and 2; thence along the southwestern side of White Horse Road, S. 34-47 E. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Larry D. Segars dated June 21, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1083 at Page 646 on June _____, 1978.

All that certain piece, parcel or lot of land together with the improvements thereon situate, lying and being near the City of Greenville in Greenville County, South Carolina on the western side of White Horse Road, being shown as Lot #2 on plat of property of N. J. Carroll, recorded in the RMC Office for Greenville County in Plat Book DD at Page 194, which is a resubdivision of Lots #1, 2, 3 and 4 of Cochran Heights as shown on plat recorded in the RMC Office for Greenville County in Plat Book AA at Page 172, and having according to the first mentioned plat the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of White Horse Road at the joint front corner of Lots #2 and 3 and running thence with the joint line of said lots, S. 55-13 W. 150 feet to an iron pin; thence S. 34-47 E. 100 feet to an iron pin at the corner of Lot #1; thence with the line of Lot #1, N. 55-13 E. 150 feet to an iron pin on White Horse Road; thence with the western side of White Horse Road, N. 34-47 W. 100 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Bobby G. Sexton and Norman S. Garrison, dated June 21, 1978 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1083 at Page 647 on June 21, 1978.

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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 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 is 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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