

5 Wimborne Drive, Greenville, S. C.

1441

MORTGAGE OF REAL ESTATE—Office of John G. Cheros, Attorney at Law, Greenville, S. C.

750-0-1000
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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Ingle's Markets, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto John Conits and Athena G. Conits

(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 Two Hundred Twenty Thousand

and no/100-----DOLLARS (\$ 220,000.00),

with interest thereon from date at the rate of eight per centum per annum, said principal and interest to be repaid:

Interest only on August 21, 1979, followed by nine equal annual principal installments of \$24,444.45 plus interest on the unpaid balance with each such installment.

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The mortgagee agrees to release the within described property from the lien of this mortgage upon substitution as collateral of a sum of money equal to the unpaid balance due on the indebtedness secured hereby in federally insured savings accounts and/or certificates of deposit in the name of a trustee for the mortgagor, as owner, and the mortgagee, as lienholder thereof, as their interest shall appear, ~~said trustee to be selected by the mortgagee~~, provided such substitution occurs prior to ~~Jan. 2, 1979~~.
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:

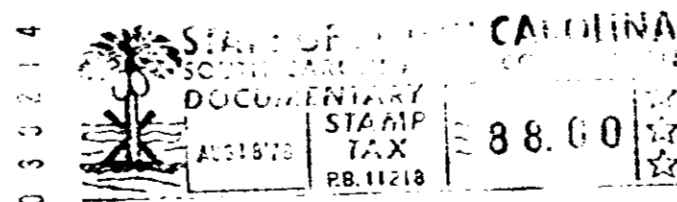
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 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,

All that piece, parcel or tract of land in Greenville County, State of South Carolina, containing 6.83 acres according to a survey of property of I. H. Philpot, et al, prepared by Piedmont Engineers & Architects, dated July 5, 1972, said plat being recorded in the RMC Office for Greenville County in Plat Book _____ at page _____ and according to said plat, having the following metes and bounds:

BEGINNING at an "X" in a concrete gutter at the corner of White Horse Road and Westcliffe Way and running thence with the northwestern side of Westcliffe Way, S. 57-00 W. 592 feet to an iron pin; thence N. 33-00 W. 460 feet to an iron pin; thence N. 31-04 W. 64.7 feet to an iron pin; thence N. 57-22 E. 533 feet to an iron pin on the southwestern side of White Horse Road; thence with the White Horse Road right of way, S 41-25 E. 258.5 feet to an iron pin; thence continuing with said right of way, S. 38-38 E. 146.05 feet to an iron pin; thence S. 35-10 E. 119.85 feet to an "X" in a concrete gutter, the point of beginning.

Being the same property conveyed by John and Athena G. Conits by deed recorded herewith.



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 any other equipment or 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.

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