

MORTGAGE OF REAL ESTATE

BOOK 1444 PAGE 341

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 15 4 16 PM '78
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, H & R INDUSTRIES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Billy Theodore

(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 Five Thousand and No/100-----

-----Dollars (\$5,000.00) due and payable
in one hundred twenty (120) equal monthly installments of Sixty Six and 08/100
Dollars (\$66.08) each beginning October 15, 1978 and continuing on the 15th
day of each month thereafter until paid in full,

with interest thereon from date at the rate of ten (10%) per centum per annum, to be paid: monthly.

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, lying and being on the Northern side of a paved alley and being more particularly described according to a plat entitled "Billy Theodore" by Webb Surveying & Mapping Co., dated April, 1975, and having, according to said plat, the following metes and bounds, to-wit:

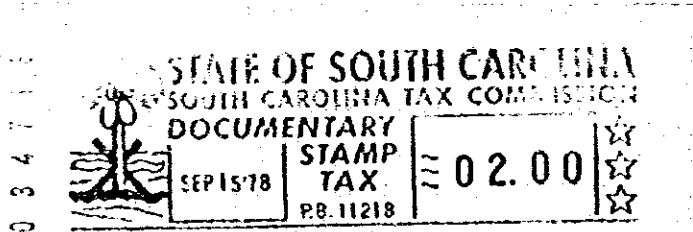
BEGINNING at a point on a paved alley at other property belonging to the said Billy Theodore, N. 18-17 W. 148 feet to a point; thence N. 63-38 E. 163.7 feet, more or less, to a point; thence N. 89-40 E. 64.6 feet to a point on the Western side of Donaldson Road (formerly Augusta Road); thence with the Western side of Donaldson Road, S. 0-20 E. 150 feet to the intersection of Donaldson Road and the said paved alley; thence with the paved alley S. 72-13 W. 111 feet to an iron pin; thence continuing with paved alley S. 63-38 W. 67 feet to the point of beginning.

This being the same property acquired by the Mortgagor herein by deed of Billy Theodore of even date and to be recorded herewith.

This is a second mortgage, junior in lien to that certain first mortgage executed this date unto Palmetto Bank in the original amount of \$35,000.00.

MORTGAGEE'S MAILING ADDRESS IS: 501 Donaldson Road, Greenville, S. C.

GCTD --- 1 SE 15 78 1467



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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