

White House Pl. H. 11/16/56
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JUL 30 2 25 PM '78
CONNIE S. TAMMERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James H. Mitchell

(hereinafter referred to as Mortgagor) is well and truly indebted unto Huskey Construction Company, Inc.

(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 Sixty-three Thousand Fifty-eight and 45/100-----

-----Dollars (\$ 63,058.45) due and payable with interest at the rate or rates therein specified in installments of One Thousand Three Hundred Thirty-nine and 81/100 (\$1,339.81) Dollars, each beginning on the 1st day of * January, 1979, and continuing on the same day of each month thereafter until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 5 years after date.

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, Chick Springs Township, containing one (1) acre, more or less, lying on the east side of the Buncombe Road, bounded by lands of C.L. King, said Buncombe Road and other property now or formerly of James A. Terry, and having the following metes and bounds, according to a plat prepared by H.S. Brockman, dated July 10, 1934, and recorded in the R.M.C. Office for Greenville County in Plat Book "H", Page 243, to-wit:

BEGINNING at an iron pin on the east edge of said Buncombe Road, the southwestern corner of said lot and running thence N. 61-15 E. 340.8 feet to an iron pin, corner of C.L. King's land; thence along the line of C.L. King N. 62-30 W. 99 feet to an iron pin on the right-of-way of the P. & M. Railway Company; thence along the right-of-way of said P. & M. Railway Company S. 82-15 W. 328.5 feet to an iron pin in the edge of said Buncombe Road; thence along the eastern edge of said Buncombe Road S. 34-52 E. 201.5 feet to the beginning corner.

ALSO:

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, lying and being on the south side of the above described lot of land, bounded on the northwest by the above described lot, on the northeast by lands now or formerly of C.L. King, on the southeast by lands now or formerly of W.H. Goley and on the southwest by the Buncombe Road, said lot having a uniform width of 73 feet and fronting on the said Buncombe Road and extending back from said Road 397 feet between parallel lines, more or less, the northeastern line being N. 62-30 W. 87.35 feet.

ALSO:

All that piece, parcel or lot of land situate, lying and being in Chick Springs Township, County of Greenville, State of South Carolina, on the east side of the Buncombe Road, about one mile west of the Town of Greer, South Carolina, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the Buncombe Road, the northwestern corner of said tract and running thence N. 60 E. 397 feet to an iron pin; thence along the line of land now or formerly owned by C.L. King S. 64 E. 228 feet to an iron pin; thence S. 60 W. 513 feet to an iron pin in the center of said Buncombe Road; thence along the said Buncombe Road 190 feet to the beginning corner.

This being the same property conveyed to the Mortgagor herein by deed of Evans Office Supply, Inc., dated May 16, 1978 and recorded in Deed Book 1079, at Page 349, in the R.M.C. Office for Greenville County, South Carolina.

*The Mortgagor and Mortgagee mutually agree that monthly payments on the indebtedness evidenced by this Note and Mortgage shall commence one month after Huskey Construction Company, Inc. has completed construction of the building on this property, or on the above date, whichever comes first.

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.

1007070
720

4328 RV-2