

First Mortgage on Real Estate

# MORTGAGE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: CLIFTON SPEARS

XXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

, (hereinafter referred to as Mortgagor)

SEND(S) GREETING:

WHEREAS, <sup>Carolina Sports Center, Inc.</sup> ~~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 ~~Mortgagor's~~ promissory note(s) of even date herewith, the terms of which are incorporated herein by reference, in the sum of Sixty-two Thousand Five Hundred and No/100-----

DOLLARS (\$ 62,500.00 ), with interest thereon as provided in said promissory note(s), said principal and interest to be paid therein stated, and

WHEREAS, <sup>Carolina Sports Center, Inc.</sup> ~~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 October 1 , 1993; and \*

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.

~~All that piece, parcel or lot of land with all improvements thereon or hereafter constructed, situate, lying and being:~~

All that piece, parcel or lot of land situate, lying and being on the Northern side of S. C. Highway No. 123 in the County of Greenville, State of South Carolina, being known and designated as a 1.15 acre lot on a plat entitled "Property of Carolina Sports Center, Inc.", prepared by C. O. Riddle, dated November 28, 1972, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-W at page 80, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of S. C. Highway No. 123 at the joint front corner of property herein described and property now or formerly of the Whitmire Estate and running thence with the Whitmire Estate property N. 25-18 E. 228.3 feet to an iron pin; thence continuing with said line N. 25-18 E. 55.45 feet to an iron pin; thence with the line of a 6.51 acre tract shown on said plat N. 86-49 E. 134.68 feet to an iron pin; thence continuing with the line of said 6.51 acre tract S. 2-20 E. 250 feet to an iron pin on the Northern side of S. C. Highway No. 123; thence with the Northern side of said Highway S. 86-49 W. 265.2 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Carolina Sports Center, Inc., dated January 3, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1071 at page 171 on January 3, 1978.

\* WHEREAS, Clifton Spears is a major stockholder of Carolina Sports Center, Inc., and has guaranteed the payment of the indebtedness.

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