

GREENVILLE REAL ESTATE MORTGAGE

VOL 1400 PAGE 052

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MAR 23 4 44 PM '79
DONNIE S. TANKERSLEY
R.M.C. LOCAL

MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Fountain Inn-Simpsonville Enterprises, Inc., a corporation

(hereinafter referred to as Mortgagor) is well and truly indebted unto Leroy A. Hamilton

(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 One Hundred Ninety Thousand (\$190,000.00)

Dollars (\$ 190,000.00) due and payable

as per the terms of that certain Note dated January 31, 1979,

with interest thereon from date at the rate of nine (9%) 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, shown and designated as Lots 1 and 2, on a plat of property of Fountain Inn-Simpsonville Enterprises, Inc., which plat is recorded in the R.M.C. Office for Greenville County in Plat Book BB, Page 193, and has according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern side of Highway 14 (old Highway 276) joint corner of property now or formerly of Pierce Boling and running thence with the Boling line, N. 55-17 E., 530 ft. to an iron pin corner of property of A.E. Green; thence with the Green line, S. 34-43 E., 330 ft. to an iron pin; thence S. 55-17 W. 330 ft. to an iron pin; thence N. 34-43 W. 115 ft. to an iron pin; thence S. 55-17 W., 187.9 ft. to an iron pin on the Northeastern side of old Highway 276; thence along the side of said Highway, N. 38-07 W., 215.5 ft., more or less, to the point of beginning.

This is the same property conveyed to the mortgagors by deeds of A. E. Green, recorded in the RMC Office for Greenville County in Deed Book 934, Pg. 934, Pg. 490, dated January 25, 1972, and Deed Book 553, Pg. 168 dated May 24, 1956.

This mortgage is inferior to that certain mortgage dated August 27, 1976 given by mortgagors to The Palmetto Bank, recorded in the RMC Office for Greenville County in Mortgage Book 1378, page 998.

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SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
MAY 21 1979
TAX
PB. 11218
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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 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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