

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
REC. S. C.
2 06 PM 1980
DORRIS
LAWERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, JIMMY B. MINYARD

(hereinafter referred to as Mortgagor) is well and truly indebted unto JUDSON T. MINYARD

(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

Three Hundred Seventeen Thousand and 00/100 Dollars (\$ 317,000.00) due and payable according to the terms of the said note

~~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:~~

~~at the rate of~~

~~per annum~~

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 lot of land in the State of South Carolina, County of Greenville, Chick Springs Township, in the City of Greer, on the North side of Lancaster Avenue (King Street) and the East side of Hunt Street, being shown and designated as Lots Nos. 106 and 107 of the W. H. Brockman Estate according to survey and plat of J. S. Brockman, Surveyor, dated May 31, 1938, recorded in Plat Book H at page 132 and having such metes and bounds as appear by reference to said Plat.~~

ALL that lot of land in the State of South Carolina, County of Greenville, Chick Springs Township, in the City of Greer, on the North side of Lancaster Avenue (King Street) and the East side of Hunt Street, being shown and designated as Lots Nos. 106 and 107 of the W. H. Brockman Estate according to survey and plat of J. S. Brockman, Surveyor, dated May 31, 1938, recorded in Plat Book H at page 132 and having such metes and bounds as appear by reference to said Plat.

THIS is the same property conveyed to me by deed of Minyard Cadillac-Oldsmobile, Inc. in and for the County of Greenville, South Carolina dated December 30, 1978 recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1095 at page 855.

ALSO, all that certain parcel or lot of land situated on the South side of West Poinsett Street in the City of Greer, Chick Springs Township, County of Greenville, State of South Carolina, being shown and designated as Lot No. 79 of the property of Planters Savings Bank according to survey and plat of H. S. Brockman, Surveyor, recorded in Plat Book J at pages 22 and 23, recorded in the RMC Office for Greenville County and having such metes and bounds as appear by reference to said plat.

THIS is the same property conveyed to me by deed of Minyard Cadillac-Oldsmobile, Inc. in and for the County of Greenville, South Carolina dated December 30, 1978 recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1095 at page 855.

This mortgage also secures any and all future advances by the Mortgagee to Mortgagor.

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COUNTY OF GREENVILLE
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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 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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