

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

NOV 15 9 15 AM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, PLEASANTBURG UPHOLSTERING COMPANY, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY

(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

FIFTY THOUSAND ----- Dollars (\$ 50,000.00) due and payable
one year from date

with interest thereon from date at the rate of 13 1/2% per centum per annum, to be paid: quarterly

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, the Mortgagee's heirs, 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, being known and designated as 4.40 acres as shown on plat entitled "Section Four, Elizabeth L. Marchant" prepared by Dalton & Neves Co. dated February 1979, and comprised of Lots 1 through 5, inclusive, and a portion of a new road, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin at the northeasternmost corner of the tract herein described, and running with the joint line of this tract and property of Section One, Marchant Subdivision, S. 56-33 W. 11.9 feet to an iron pin; thence S. 81-08 W. 148.5 feet to an iron pin; thence S. 58-26 W. 149.9 feet to an iron pin; thence S. 30-41 W. 171.8 feet to an iron pin; thence with the joint line of the tract herein described and property now or formerly of J. Harold Mason, S. 30-13 E. 177.5 feet to an iron pin; thence S. 38-16 E. 260 feet to an iron pin; thence with the joint line of the tract herein described and property now or formerly of Elizabeth L. Marchant, N. 51-44 E. 252.5 feet to an iron pin; thence N. 66-50 E. 218.2 feet to an iron pin; thence with the joint line of the tract herein described and property of Section Three, Marchant Subdivision, N. 39-19 W. 339.7 feet to an iron pin; thence N. 29-53 W. 120.2 feet to an iron pin, the point of beginning.

This is the same property conveyed to Pleasantburg Upholstering Company, Inc. by Elizabeth L. Marchant by deed dated October 31, 1979 and recorded Nov. 15, 1979 in deed book 1115 page 635 of the RMC Office for Greenville County, S. C.

MORTGAGEE agrees to release the lots within described upon payment of \$ 20,000.00 each.

Mortgagee's address:
306 East North Street
Greenville, S. C. 29601

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.

1488 292

4328 RV-2