

111 Neal St.  
Greenville, S.C. 29640

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GREENVILLE CO. S.C.

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BOOK 1493 PAGE 577

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CARL FLOYD, III and SARA M. FLOYD,

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
BARNES SHEET METAL, 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

TWENTY-THREE THOUSAND NINE HUNDRED TWENTY-EIGHT & <sup>75/100</sup> Dollars (\$ 23,928.75 ) due and payable

Per terms of note of even date herewith.

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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, City of Greenville, being on the Northeast side of West Washington Street, as shown on plat made by Dalton & Neeves Engineering, Co., dated September, 1978, entitled Property of Carl Floyd, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of West Washington Street, at the corner of property of St. Mary's Catholic Church and runs thence N. 24-39 E. 345.5-feet to an iron pin; thence S. 65-15 E. 38.6-feet to an iron pin; thence S. 39-04 W. 9.9-feet to an iron pin; thence S. 65-03 E. 137.03-feet to an iron pin; thence S. 23-36 W. 43-feet to an iron pin; thence S. 69-11 E. 4-feet to an iron pin at alley; thence along said alley S. 25-19 W. 292.2-feet to an iron pin on the Northeast side of West Washington Street; thence along said Street, N. 65-17 W. 176.25-feet to the point of beginning.

ALSO: ALL our right, title and interest which we have in that alley running along the property herein conveyed and property of May & Helen Theodore, and L. R. Duncan, as shown on the above mentioned plat.

ALSO: Conveyed herein is a non-exclusive easement to the mortgagees, their successors and assigns forever for ingree and egress over and across the 15-foot easement running from the rear of the above property to Hampton Avenue, as more fully shown on the above mentioned plat. The aforesaid property is a permanent easement appurtenant for the benefit of the property conveyed to the mortgagees herein.

ALSO: Said property is conveyed subject to ingress, egress, a storm-sewer drainage line, the right to maintain the underground oil tank & line, & right of ingress and egress over 15-foot alley all as more specifically set forth in that deed of even date to be recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 6V, at Page 19.

This being the same property conveyed to the mortgagors by deed of Building Systems, Incorporated as recorded in the R.M.C. Office for Greenville County in Deed Book 1111, at Page 874 on September 19, 1979.

JAN 18 1980

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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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