

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAN 25 2 15 PM '80
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, NEELY'S, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto BANK OF GREER

(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

--SEVENTY-FIVE THOUSAND AND NO/100-----Dollars (\$75,000.00---) due and payable in 180 monthly installments, for principal and interest, for \$948.95 each, beginning February 25, 1980, and if not paid sooner, the final payment shall be due January 25, 1995.

with interest thereon from date at the rate of 13.0% per centum per annum, to be paid: as stated above.

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:

On the North side of old U.S. Highway 29 and being known and designated as Tracts 1 and 2 on plat of property of Neely's, Inc. as resurveyed on 10-18-75 and divided into tracts by Kermit T. Gould. According to said plat, Tracts 1 and 2 are described more particularly as follows:

BEGINNING at a point on the Northern right of way of said old U.S. Highway 29, some 146.34 feet West of Roberts Road, and continuing thence South 56-10 West 58.07 feet to an iron pin; thence South 52-05 West 92.0 feet to an iron pin and 11.67 feet to an iron pin; South 49-45 West 86.35 feet to an iron pin; thence leaving the right of way of old U.S. Highway 29 and going North 69-15 West 410.7 feet; thence North 44-05 East 145.3 feet to an iron pin; thence North 48-46 East 145.67 feet to a new iron pin and an additional 13.73 feet to an old iron pin; thence North 54-47 East 73.6 feet to a new iron pin; thence South 50-52 East 386.69 feet to the point of BEGINNING.

DERIVATION: See Deed of K. Edd Neely, Jr., dated August 18, 1960, and recorded in Deed Book 658, at Page 24.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
\$ 36.00

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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