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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS, TRAVELERS REST FEED & SEED CO., INC. (formerly Travelers Rest Milling Company, Inc.)

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Bank of Travelers Rest, Post Office Box 485, Travelers Rest, S. C., 29690,

(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-Five Thousand and No/100------ Dollars (\$25,000.00) due and payable in 180 consecutive monthly installments of Three Hundred Thirty-Two and 93/100 (\$332.93) Dollars each commencing June 15, 1980,

with interest thereon from date at the rate of 14% per centum per annum, to be paid: monthly, as provided in said note. THIS IS ONE OF THREE SEPARATE MORTGAGES GIVEN TO SECURE THE REPAYMENT OF THE TOTAL INDEBTEDNESS OF \$25,000.00.

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, in Bates Township, Town of Travelers Rest, located between U.S. Highway 276 (referred to as the Geer Highway), McElhaney Road, Vest Street, and Cooper Street, and being a portion of Tract No. 3 of the Carl R. Vest Property, plat of which is recorded in the RMC Office for Greenville County, S.C., in Plat Book B, at Page 184.

ALSO, ALL that piece, parcel or lot of land in Bates Township, Greenville County, S.C., in the Town of Travelers Rest, being a portion of Lot No. 3 as shown on plat of Carl R. Vest Property made by W. P. Morrow in March 1946, reference thereunto being made for a more complete description.

ALSO, ALL that piece, parcel or tract of land in Bates Township, near McElhaney Road, in the Town of Travelers Rest, being the southeastern corner of Lot No. 3 as shown on plat of Property of Carl R. Vest made by W. P. Morrow in March 1946, recorded in Plat Book B, Page 184, and having such metes and bounds as shown thereon.

ALSO, ALL those certain tracts of land in the Town of Travelers Rest, County and State aforesaid, known as Lots Nos. 8, 9 and 10 of the property of J. H. Roe, et al., according to a plat thereof recorded in Plat Book G, Page 234, RMC Office for Greenville County, S.C.

ALSO, ALL that tract of land in the Town of Travelers Rest, County and State aforesaid, lying on McElhaney Road and being the eastern 15 feet of Lot No. 11 according to a plat recorded in Plat Book G, at Page 234, RMC Office for Greenville County, S.C.

ALSO, ALL that piece, parcel or tract of land in Bates Township, Town of Travelers Rest, County and State aforesaid, on the south side of McElhaney Road, bounded on the north by said road, on the east by lot now or formerly of The Bank of Travelers Rest and lot now or formerly of J. C. Roe, on the south by a 10-foot alley and lands now or formerly of Mrs. Carrie Holtzclaw, and on the west by lands now or formerly of Mrs. Carrie Holtzclaw, and being all of Lots 3 and 4 and the rear portion of Lot No. 2, as shown on plat of the Property of Dr. B. F. Goodlett made by A. G. Taylor, January 15, 1907, and resurveyed by H. S. Brockman in September, 1948.

All of the above property was conveyed to Travelers Rest Milling Company, Inc. by deed of James W. Clark dated November 26, 1963, and recorded on June 3, 1964, in the RMC Office for Greenville County, S.C., in Deeds Book

750, at Page 260.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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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