

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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

FILED  
AUG 25 4 15 PM '80  
JUDSON T. MINYARD, INC.  
DONNE R. M. C.

WHEREAS, JUDSON T. MINYARD, INC.  
DONNE R. M. C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto GENERAL MOTORS ACCEPTANCE CORPORATION

(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 THOUSAND AND NO/100----- Dollars (\$ 300,000.00 ) due and payable

with interest thereon from September 1, 1980 at the rate of 1.25% above <sup>prime</sup> per centum per annum, to be paid: in thirty-five (35) successive monthly installments of Six Thousand Two Hundred Fifty and No/100 (\$6,250.00) each, with remainder of principal and interest due on final installment.

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 western side of the Laurens Road (also known as U. S. Highway 276) and having according to plat of property of Walter S. Griffin, Robert S. Small, David E. Cromwell and S. Arnold Hickox, prepared by Dalton & Neves, dated December 1958, and recorded in the Office of the R.M.C. for Greenville County in Plat Book SS, Page 53, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of the Laurens Road at the joint front corner of the property herein described and the property described hereinbelow and running thence S. 68-30 W. 388.9 feet to an iron pin; thence continuing with the line of the property herein described and the property described hereinbelow S. 25-0 E. 128 feet to an iron pin, at the corner of property of Alexander; thence along line of property of Alexander, S. 68-30 W. 360 feet to an iron pin; thence N. 25-0 W. 278 feet to an iron pin in line of property of Louis F. Puckhaber; thence along line of property of Puckhaber, N. 68-30 E. 748.5 feet to an iron pin on the western side of Laurens Road; thence along the Laurens Road, S. 25-09 E. 150 feet to an iron pin, the point of beginning.

This being the identical property conveyed to Judson T. Minyard, Inc. by deed from Walter S. Griffin, Robert S. Small, David E. Cromwell and S. Arnold Hickox, dated March 1, 1976, recorded March 29, 1976, in Deed Book 1033, Page 754, RMC Office for Greenville County, S.C.

ALSO

ALL that piece, parcel, or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Laurens Road and being a portion of the property formerly owned by J.M. Bouchillon and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Laurens Road, joint front corner of property of Walter S. Griffin, Robert S. Small, David E. Cromwell and S. Arnold Hickox; thence with said line, S. 68-30 W. 388.9 feet to an iron pin; thence with the Griffin, et al line, S. 25-0 E. 128 feet to an iron pin on property owned or formerly owned by Alexander; thence with the Alexander line, N. 68-30 E. approximately 392.6 feet to the western edge of Laurens Road; thence with Laurens Road, N. 25-09 W. approximately 128 feet to the beginning corner.

This being the identical property conveyed to Judson T. Minyard, Inc. by deed from Walter S. Griffin, Robert S. Small, David E. Cromwell and S. Arnold Hickox, dated March 1, 1976, recorded March 29, 1976 in Deed Book 1033, Page 755, RMC Office for Greenville County, S. C.

These conveyances are subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described properties. Specific reference is made to DEED TO RIGHT-OF-WAY AND RELEASE AGREEMENT executed on December 27, 1965 by Walter S. Griffin, Robert S. Small, David E. Cromwell and S. Arnold Hickox on behalf of the City of Greenville, South Carolina, recorded on January 5, 1966 in Deed Book 789 at Page 353.

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.