

FILED
GREENVILLE CO. S. C.

1513 783

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
AUG 23 11 34 AM '80
DORRIS S. TANKERSLEY
R.M.C.

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

512 E. North St.
Greenville, SC
29601

WHEREAS, McLees, Inc.

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

Commercial Mortgage Company, 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 Thirty Thousand & no/100

Dollars (\$30,000.00) due and payable

November 28, 1980

with interest thereon from date at the rate of three per centum per annum, to be paid monthly in advance

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:

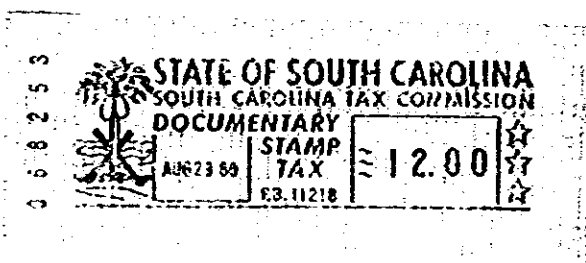
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee 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 being shown on plat of property of J. Roy Gibson and Virginia H. Gibson, dated April 2, 1976, prepared by J. L. Montgomery, III, and having, according to said plat, 3.00 acres with the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Balcome Boulevard and Apple Blossom Lane and running thence with Apple Blossom Lane and running thence with Apple Blossom Lane S. 36-03 E. 369.3 feet to an old iron pin on the line now or formerly of Balcome; thence S. 42-03 W. 366.96 feet to an iron pin on the line of property now or formerly Balcome; thence N. 36-13 W. 356.12 feet to an iron pin on Balcome Boulevard; thence with the line of Balcome Boulevard N. 40-32 E. 187.99 feet to an iron pin; thence continuing with said Boulevard N. 45-17 E. 76.5 feet to the point of beginning.

This being the identical property conveyed to the Mortgagor by deed of Tommy Paul McLees, dated May 19, 1980, and recorded in the RMC Office for Greenville County in Deed Book 1126, at Page 82.

This being a second mortgage junior in lien to that certain mortgage held by Piedmont Federal Savings & Loan Association of Spartanburg, recorded April 9, 1976 in REM Book 1364, Page 541, originally executed by J. Roy and Virginia H. Gibson.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

600253
AUG 23 1980

1513 783

4328 RV-2