

MORTGAGE OF REAL ESTATE Offices of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

CR. FILED
CO. S.
JAN 14 PM '81
R. H. CANNERSLEY

Mortgagee's Address:
200 Northcreek
Atlanta, Georgia 30327

BOOK 1028 PAGE 576

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: KIRBY QUINN, JR. and

JAMES H. SIMKINS (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FRANK C. OWENS, JR., individually; THEODORA OWENS BLACK GARLINGTON BROWN, FRANK C. OWENS, JR. and TRUST* (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 Sixty-Five Thousand and no/100

-----DOLLARS (\$ 65,000.00),
with interest thereon from date at the rate of 10 per centum per annum, said principal and interest to be repaid: in equal monthly principal and interest installments of Seven Hundred Forty-Six and 11/100 (\$746.11) Dollars commencing February 15, 1981 with a like payment on the same date of each month thereafter until paid in full.

*COMPANY BANK as Trustee and Successor Co-Trustees for Theodora Owens Black Garlington Brown, Charles H. Black, III, Julianne Hagan Garlington Brown and Theodora Sherrard Garlington Brown under the Last Will and Testament of Theodora Owens Black filed in the Probate Court of Greenville County Apartment 1022, File 15

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, Greenville Township, in the City of Greenville, situate on the East side of Main Street in said city, and beginning at a point 41 feet 8 inches from the Southeast corner of North Main Street and East North Street; thence with Main Street 16 feet 10 inches; thence 70 feet toward Brown Street; thence 16 feet 10 inches toward East North Street; thence 70 feet to the beginning corner and being the same lot of land conveyed to Theo Croft Owens by Nicy Ann Wright by her deed dated November 1, 1895, and recorded in Deed Book BBB, Page 495, R. M. C. Office for Greenville County.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina, on the East side of Main Street, and being more particularly described as follows: Beginning at a point on the South wall of what was formerly the Casino Theatre, and also formerly known as the Egyptian Theatre, which point is 70 feet East of Main Street; thence in an Easterly direction 30 feet 6 inches to a point; thence in a Southerly direction 58 feet 6 inches of Babb property; thence in a Westerly direction 30 feet 6 inches to the corner of property belonging to mortgagors herein; thence along line of said property 58 feet 6 inches to the beginning; and being the same lot of land conveyed to Theo C. Owens herein by E. Inman, Master of Greenville County, by deed dated February 6, 1923, and recorded in Deed Book 67, Page 88, R. M. C. Office of Greenville County.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina, on the East side of Main Street, and being more particularly described as follows: Beginning at a point 58 feet (Continued on back)

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

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Kirby Quinn, Jr. & James H. Simkins
1-15-81

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