

The State of South Carolina,

COUNTY OF GREENVILLE

S. C.

'81

WASLEY

REC. 1546 PAGE 647

To All Whom These Presents May Concern: Anderson Auto Parts Company, Inc. a/k/a Anderson Auto Parts Co., Inc. and Anderson Auto Parts, SEND GREETING:

Inc. Whereas, the , the said Anderson Auto Parts Company, Inc. a/k/a Anderson Auto Parts Co., Inc. and Anderson Auto Parts, Inc. hereinafter called the mortgagor(s) in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to Southern Bank and Trust Company

hereinafter called the mortgagee(s), in the full and just sum of Two Hundred Forty Seven Thousand

Eighty Three and 34/100 ----- DOLLARS (\$247,083.34), to be paid

in One Hundred and Twenty consecutive monthly payments of Two Thousand Fifty Nine and 03/100 (\$2059.03), plus interest thereon from the date of the promissory note at the rate of Southern Bank and Trust Company's prime interest rate plus one percent, with the first payment commencing on August 15, 1981,



~~with interest thereon from~~

~~at the rate of~~  
XXXXXX  
monthly  
interest at the same rate as principal.

~~PERMANENTLY PAID TO THE STATE OF SOUTH CAROLINA~~  
until paid in full; all interest not paid when due to bear

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including ten (10%) per cent, of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

undersigned

NOW, KNOW ALL MEN, That the/ , the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to it , the said mortgagor(s) in hand and truly paid by the said mortgagee(s) at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Southern Bank and Trust Company

ALL that certain piece, parcel, or tracts of land, situate, lying and being in Greenville County, South Carolina, being shown and designated as 0.88 acres and 2.0 acre Tracts on a Plat entitled "Survey for Southern Ice Co." prepared by Clarkson Surveying, dated May 2, 1979, recorded in the R.M.C. Office for Greenville County in Plat Book 6-V at page 90, and having, according to said Plat, the following metes and bounds:

0.88 Acre Tract: BEGINNING at an iron pin on the northwestern side of Academy Street, joint front corner of property now or formerly of Southern Railway Co., and running thence with Academy Street, N. 33-53 E., 138.96 feet to an iron pin; thence N. 2-00 E., 33.4 feet to an iron pin; thence S. 68-37 W., 104.4 feet to an iron pin; thence S. 63-28 W., 135.7 feet to an iron pin; thence S. 58-01 W., 119.8 feet to an iron pin; thence S. 50-41 W., 111 feet to an iron pin; thence S. 48-00 W., 221 feet to an iron pin; thence N. 60-18 E., 280 feet to an iron pin; thence N. 65-00 E., 200 feet to an iron pin; thence N. 82-45 E., 67.7 feet to an iron pin, the point of beginning.

2.00 Acre Tract: BEGINNING at an iron pin on the northwestern side of Academy Street, joint front corner of property now or formerly of Southern Railway Co., and running thence S. 60-16 W., 689.6 feet to an iron pin; thence S. 65-46 W., 220.4 feet to an iron pin on the eastern side of Westfield Street; thence with said Street, S. 20-41 E., 15.2 feet to an old iron pin; thence with property now or formerly of

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