

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

GR... FILED
AUG 17 3 40 AM '81
SHERMAN CONSTRUCTION COMPANY, INC.
R.M.C.

BOOK 1550 PAGE 20

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, KEL-PINE, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto SHERMAN CONSTRUCTION COMPANY, INC.

to David R. Ward, P.O. Box 10167 F.S., Greenville, S.C. 29603

(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 Two Hundred Four Thousand Seven Hundred Ninety-One and no/100ths -----Dollars (\$204,791.00) due and payable

as set forth by note of mortgagor of even date

with interest thereon from date at the rate of $\frac{\text{per note}}{\text{per note}}$ per centum per annum, to be paid per note

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, as shown on a plat of the property of Milford D. Kelly, dated April, 1975, prepared by C.O. Riddle, R.L.S. being known and designated as containing 8.7 acres, more or less, being a portion of that property shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book 5-L at Page 39, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point at the Southeastern intersection of Old Laurens Road, S.C. Hwy. 417 and Greer Drive, S.C. Hwy. 48, and running thence along the Southwestern edge of Old Laurens Road, S. 62-28 E., 936.7 feet more or less, to a point, joint corner of property, now or formerly of Mauldin Auto Parts; thence turning and running S. 27-32 W., 260 feet to a point; thence turning and running S. 62-28 E., 100 feet to a point; thence turning and running N. 27-32 E., 60 feet to a point; thence turning and running S. 62-28 E., 100 feet to a point; thence S. 51-13 E., 77.08 feet to a point, joint line with Church of God; thence turning and running along the line of Church of God, S. 45-08 W., 391.2 feet more or less, to an iron pin and stone; thence turning and running N. 39-24 W., 775.1 feet more or less to a point; thence N. 49-53 E., 3 feet to a point; thence N. 39-24 W., 290 feet to a point; thence S. 49-53 W., 3 feet to an iron pin; thence N. 39-56 W., 182.5 feet to an iron pin; thence N. 44-48 E., 56.9 feet to an iron pin in the Northeastern edge of Greer Drive; thence along the Northeastern edge of Greer Drive, N. 53-31 E., 36.05 feet to an iron pin; thence continuing along Greer Drive N. 85-31 E., 25.4 feet to an iron pin in the Southwestern edge of Old Laurens Road, S.C. Hwy. 417, the point of beginning.

THIS mortgage is third and junior in lien to that mortgage between Kel-Pine, Inc., to Kathleen G. Dickson and Southern Bank and Trust Company, recorded in Mortgage Book 1341 at Page 149 (said mortgage being re-recorded in Mortgage Book 1347 at Page 465) and Mortgage Book 1487 at page 69, respectively.

THIS is the same property conveyed to the mortgagor by deed of Milford D. Kelly of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY
STAMP
AUG 17 1981

Together with all and singular rights, members, herditaments, 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.

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