

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FILED
CO. S. C.
3 06 PM '81
DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, *G & G Enterprises, A South Carolina Partnership*(hereinafter referred to as Mortgagor) is well and truly indebted unto *Sam T. Staggs and Ralph M. Horne*

(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

One Hundred Thousand One Hundred Forty & No/100----- Dollars (\$ *100,140.00*) due and payable*in monthly installments of \$1,437.00, which includes principal and interest, with the first payment being due on November 1, 1981 and continuing monthly thereafter until paid in full-----*with interest thereon from *date* at the rate of *12%* per centum per annum, to be paid: *Monthly*

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*, containing *21.69 acres of land to the Right of Way of the Railroad and 21.78 acres to the center line of Railroad and U.S. Highway Number 276 between Marietta and Travelers Rest, according to a plat prepared by C. O. Riddle, dated September 14, 1981, for Ralph M. Horne and Sam T. Staggs, and having according to said plat the following metes and bounds to-wit:*

BEGINNING at an iron pin approximately at the center line of the Railroad Right of Way at the corner of L. H. Tankersley property and running thence with said property, N. 61-52 E. 254.31 feet; thence with John B. Burns property, S. 17-40 E. 116.39 feet to an iron pin; thence N. 64-15 E. 170.06 feet; thence N. 4-17 E. 394.54 feet to the corner of property of Youngblood, Boling, Patterson and Ables; thence with said property, N. 88-24 E., 1,097.59 feet to an iron pin; thence with Betty Young Property, S. 24-08 W. 206.66 feet; thence S. 89-56 E., 174.86 feet to an iron pin with Jeremiah Gray property; thence N. 81-50 E. 222.79 feet to an iron pin; thence S. 30-44 W. 678.72 feet to an iron pin with G & G Enterprises property; thence with G & G Properties, N. 71-11 W. 443.44 feet to an iron pin in Duke Power Right of Way; thence N. 48-09 E. 46.5 feet to the edge of the Duke Power Company right of way; thence with the edge of the Duke Power right of way, S. 73-51 W. 933.14 feet to the center line of the Railroad right of way; thence N. 26-53 W. 50.9 feet; thence leaving the right of way, N. 73-51 E. 606.5 feet to an iron pin along the property of B.H.W. Real Est. a Partnership and A. Glen Hall; thence with Hall property, N. 26-53 W. 150 feet to an iron pin; thence again with Hall and Partnership property, S. 73-51 W. 606.5 feet to the approximate center line of Railroad right of way; thence with said center line, N. 26-53 W. 259.7 feet to the beginning corner.

This property is conveyed subject to the Duke Power Right of way and to the Railroad Right of way and any other easements visible upon the property.

This being the same property conveyed by deed from Ralph M. Horne and Sam T. Staggs unto G & G Enterprises, A South Carolina Partnership recorded in Deed Book 1155 at page 94 on the 29th day of September, 1981.

The Mortgagor reserves the right and the Sellers by accepting this mortgage agree that the mortgagee will release land from this mortgage based on a prorated reduction on the principal including the downpayment of \$30,000.00. The Mortgagor reserves the right and the Mortgagee agrees, by accepting this mortgage, that this mortgage will be subordinated and become a Second Mortgage to any lending institution or individual for the purpose of financing buildings on the mortgaged premises.

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 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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