

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE FILED

S. C. MORTGAGE OF REAL ESTATE

Oct 15 4 42 PM '81
JOHN S. TANKERSLEY
R.M.C.

RECORDED BOOK 1555 PAGE 512
Townsville, SC
29689

WHEREAS, C. W. Terminals, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Cash F. Williams, Jr. and Joyce G. Williams,

(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 Twenty Thousand and No/100----- Dollars \$ 120,000.00 due and payable \$12,000 on April 1, 1982 and \$12,000 each six months thereafter, being on October 1 and April 1, until paid in full, being a total of ten payments, with interest thereon from October 1, 1981 on unpaid balance due in addition to above principal payment at time of principal payment, being April 1 and October 1, at the rate of 13-1/2% on unpaid balance, with interest thereon from ~~April 1~~ October 1, 1981 at the rate of 13-1/2 per centum per annum, to be paid on demand.

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, fronting on Gibbs Shoal Road, containing five acres, more or less, in accordance with plat made for Cash F. Williams, Jr. by Carolina Engineering & Surveying Co. dated August 26, 1966, and recorded in Plat Book NNN, Page 29, R. M. C. Office for Greenville County, said property being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the Northern side of Gibbs Shoal Road, joint corner of property now or formerly owned by Russell and Mack Ashmore, and running thence N. 3-11 W. 725 feet to an iron pin; thence N. 86-49 E. 300 feet to an iron pin; thence S. 3-11 E. 725 feet to an iron pin on the Northern side of said road; thence along the edge of said road, S. 86-49 W. 300 feet to the point of beginning.

This being the identical property as conveyed to the Mortgagor herein by Mortgagees of even date herewith and deed recorded in the R. M. C. Office for Greenville County in Deed Book 1156, Page 934.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
OCT 15 81 TAX \$ 48.00
PR 11210

GC10 ----- OC15 81 009

4.00CD

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.

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