

MORTGAGEE'S ADDRESS: 1414 E. Washington Street, Greenville, S. C. 29607
MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REC'D
10 35 AM '81
SHERLEY

1557-388

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Tony A. Wallace and Janet P. Wallace

(hereinafter referred to as Mortgagor) is well and truly indebted unto
Da-N-Nite Food Stores, Inc.

(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

Eleven Thousand Nine Hundred Fifty and No/100----- Dollars (\$ 11,950.00) due and payable

in 60 equal payments of \$281.18, commencing December 1, 1981, and continuing on the first day of each month thereafter until paid in full

with interest thereon from date at the rate of 14 1/2% 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, Highland Township, about eight miles north of Greer, near State Highway No. 14 and eastward therefrom, on the north side of Neely Mill Road, containing two acres as shown on a plat of property for Edna N. Mason by W. N. Willis, Engineers, dated August 8, 1973, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Neely Mill Road, joint front corner with Edward Mason, and running thence N. 15-45 W. 300 feet to an old iron pin; thence S. 81 E. 300 feet to an iron pin; thence S. 15-45 E. 300 feet to an iron pin on the north side of Neely Mill Road; thence along and with said road, N. 81 W. 300 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Johnny P. Webb of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
TAX
0480

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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