

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S.C.
MORTGAGE OF REAL ESTATE
SEP 30 2 08 PM '82
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.M.C

WHEREAS, Robert D. Garrett

(hereinafter referred to as Mortgagor) is well and truly indebted unto Palmetto Bank, P.O. Box 5473, Greenville, South Carolina 29606

(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-five Thousand Dollars (\$ 125,000.00) due and payable

with interest thereon from even date at the rate of per note per centum per annum, to be paid: as set forth in said 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:

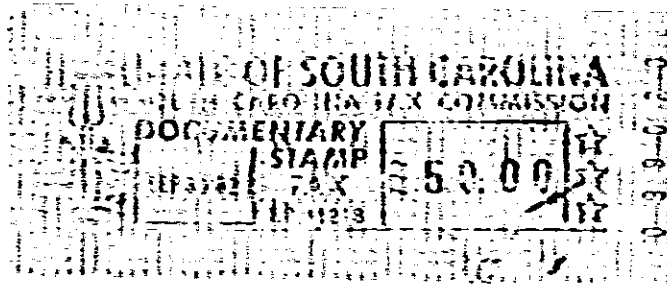
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, all those two (2) lots of land known and designated as Lots 3 and 5 of "Mountain Ridge Industrial Park, Property of R. D. Garrett", as shown by plat made by Freeland & Associates, February 24, 1975, which plat is recorded in the RMC Office for Greenville County in Plat Book 5 L, Page 3, reference to which is made for fuller description.

ALSO a non-exclusive easement for the use and benefit of said lots for access to Rutherford Road (Old U.S. 29), constituting a fifty (50) foot easement, as shown on said plat.

DERIVATION: This being a portion of the same property conveyed to Mortgagor herein by Deed of Plexico-Francis Enterprises, a partnership, as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 998, Page 399, on May 7, 1974.

This mortgage is junior and second in lien to that certain note and mortgage given to First Federal Savings & Loan Association of Greenville, South Carolina, said mortgage being recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1334, Page 230 on March 4, 1975.

2 SEP 30 1982 845



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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