

MORTGAGE OF REAL ESTATE—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
OCT 28 4 00 PM '82

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE TANKERSLEY

WHEREAS, Walter Wilder, Jr. d/b/a Property Management Company,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Control Data Business Centers, Inc.,
its successors and assigns,

(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 & no/100 (\$125,000.00)

----- Dollars \$125,000.00 due and payable
with interest in accordance with terms of said promissory note, the maturity date of
which, unless sooner paid, is October 18, 1992.

~~with interest in accordance with terms of said promissory note, the maturity date of which, unless sooner paid, is October 18, 1992.~~

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, the Mortgagee's heirs, successors and assigns:

~~ALL that certain piece, parcel or lot of land, together with improvements thereon, in the State of South Carolina, County of Greenville, lying at the intersection of Augusta Street with Haynie Street, being known as 635 Augusta Street and being shown in Greenville County Block Book as District 500, Sheet 9.1, Block 6, Lot 7; and having, according to a plat of property of "Walter Wilder, Jr., made by R. B. Bruce, R.L.S., dated July 22, 1981, and recorded in the office of the RMC for Greenville County in Plat Book 8S, Page 33, and having the following metes and bounds, to-wit:~~

- (1) ALL that certain piece, parcel or lot of land located in the State of South Carolina, County of Greenville, situate, lying and being on the Northeastern side of Batesville Road and being shown and designated as 1.007 acres on plat of property of "X"-Ray of Greenville, by James R. Freeland, dated April 22, 1981, and recorded in RMC office for Greenville County, in Plat Book 8R, at page 22, having according to said plat and a more recent survey of property of "Walter Wilder, Jr., Sunbelt Park, Lot 1," by James R. Freeland and Associates, dated October 26, 1982, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern side of Batesville Road; at the intersection of Batesville Road with Sunbelt Court and running thence along Batesville Road N. 48-21 W. 185.00 feet to an iron pin at joint corners of Lots 1 and 9; running thence along the joint line of Lots 1 and 9 N. 41-39 E. 210.33 feet to an iron pin; thence turning and running along joint line of Lots 1 and 8, S. 48-21 E. 210.00 feet to an iron pin on the Northwestern side of Sunbelt Court; running thence with Sunbelt Court S. 41-39 W. 185.33 feet to an iron pin at intersection of Sunbelt Court and Batesville Road; thence S. 86-39 W. 35.36 feet to an iron pin on Northeastern side of Batesville Road to the point of beginning.

Being the same property conveyed to the mortgagor herein by deed dated July 16, 1981, and recorded in Deed Book 1152 at Page 396 on July 27, 1981, in the RMC Office for Greenville County, South Carolina.

- (2) ALL that certain piece, parcel or lot of land, together with improvements thereon, in the State of South Carolina, Greenville County, City of Greenville, lying at the intersection of Augusta Street with Haynie Street, being known as 635 Augusta Street and being shown in Greenville County Block Book as District 500, Sheet 9.1, Block 6, Lot 7; and having, according to a plat of property of "Walter Wilder, Jr., made by R. B. Bruce, R.L.S., dated July 22, 1981, and recorded in the office of the RMC for Greenville County in Plat Book 8S, Page 33, and having the following metes and bounds, to-wit:

BEGINNING at the intersection of Augusta Street with Haynie Street and thence along the Eastern side of Augusta Street N. 10-30 W. 74.5 feet to an iron pin at corner of property now or formerly of Joseph G. Mullinax, thence running N. 81-27 E. 171.3 feet to iron pin at corner of property now or formerly of Irvine Street Realty Corporation; thence with said property line S. 9-39 E. 75.0 feet to iron pin on the Northern side of

- SEE ATTACHMENT -

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 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.

0305

4328