

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE S.C.
MAY 23 2 29 PM '83
DONNIE S. JENNINGS
R.M.C.

MORTGAGE OF REAL ESTATE

BOOK 1607 PAGE 665

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Sitton Realty Corp.

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. Henry Sitton, Sr.

(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 Ninety-Nine Thousand, Eight Hundred Forty-Two and No/100 Dollars (\$199,842.00) due and payable

\$100,000.00 on January 10, 1984 and \$99,842.00 on January 10, 1985, plus interest

with interest thereon from May 12, 1983 date at the rate of 9% per centum per annum, to be paid: annually

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, Butler Township, on the Southwest side of Laurens Road (U.S. Highway 276), containing 8.11 ACRES and having according to plat of Property of Ward S. Stone prepared by Dalton & Neves, Engineers Sept. 1959, the following metes and bounds, to wit: BEGINNING at iron pin on southwest side of Laurens Road at corner of other property now or formerly Triangle Construction Company and running thence along line of this property S. 58-25 W. 726.5 feet to iron pin; thence S. 7-20 W. 407.7 feet to iron pin; thence N. 69-08 E. 413.6 feet to iron pin and stone; thence along line of property now or formerly of M. P. Niven, N. 70-02 E. 392.5 feet to iron pin; thence along rear line of Lot 16 (as shown on plat hereinafter mentioned) N. 29-49 W. 40 feet to iron pin; thence along side line of said Lot 16, N. 57-52 E. 182.7 feet to iron pin on Southwest side of Laurens Road; thence along Southwest side of Laurens Road N. 29-40 W. 211.3 feet to iron pin; thence continuing along Southwest side of Laurens Road, N. 31-23 W. 220 feet to iron pin, the point of beginning.

This being the same property conveyed by J. Henry Sitton, Sr. to Sitton Realty Corp. by deed recorded on March 26, 1971 in the RMC Office for Greenville County in Deed Book 911, at page 391.

ALSO: All that lot of land with all improvements thereon situate, lying and being in Butler Township, County of Greenville, State of South Carolina, designated as LOT No. 16 on plat of Elizabeth Beattie Smith recorded in the RMC Office for Greenville County in Plat Book H, at page 99 and having the following courses and distances, to wit:

BEGINNING at an iron pin on the Southwestern side of Laurens Road at joint front corner of Lots 15 and 16 and running thence with line of Lot 15, S. 58-15 W. 190.7 feet to iron pin; thence S. 31-35 E. 40 feet to iron pin; thence N. 69-45 E. 191 feet to iron pin on Laurens Road; thence along Laurens Road N. 29-14 W. 78 feet to the point of beginning.

This being the same property conveyed to the Mortgage above named by deed of Pearline C. Bright Collier and Billy Bright, Individually and as Executor of the Will of William Jennings Bryant Bright, deceased by deed recorded on June 22, 1972 in Deed Book 947, at page 16.

This mortgage is given to better secure a Note given of even date to the Mortgagee in the amount of \$199,842.00.

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.