

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE FILED
SEP 23 3 55 PM '03
DOUGLAS HENNAIR

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

WHEREAS, LAWRENCE E. HENNAIR

(hereinafter referred to as Mortgagor) is well and truly indebted unto JANET J. AUTEN

(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 Forty-Nine Thousand Three Hundred Thirty and No/100-----

----- Dollars (\$ 49,330.00) due and payable

according to the terms of the Note of even date executed simultaneously herewith

with interest thereon from _____ date _____ at the rate of 23.35% per centum per annum, to be paid: in advance.

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 that piece, parcel or lot of land in Greenville County, State of South Carolina being shown as a .535 acre tract of land on plat of property of T. Walter Brashier prepared by Jones Engineering Service, dated June 4, 1975, and recorded in the R.M.C. Office for Greenville County in Plat Book 5N at Page 122, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Wade Hampton Boulevard, said point being in the center of a private drive at its intersection with Wade Hampton Boulevard, and running thence with the center of said private drive S. 37-08 W. 145.7 feet to an iron pin; thence N. 55-10 E. 41.9 feet to an iron pin; thence S. 42-25 E. 148 feet to an iron pin; thence N. 38-52 E. 143.8 feet to an iron pin; thence N. 60-00 W. 94.1 feet to an iron pin; thence S. 64-29 W. 48.6 feet to an iron pin; thence N. 84-28 W. 90.8 feet to an iron pin; thence N. 34-20 W. 102.4 feet to an iron pin on the eastern side of the right of way of Wade Hampton Boulevard; thence with the right of way of said Boulevard S. 52-30 W. 49 feet to the POINT OF BEGINNING.

The Mortgagor also conveys to the Mortgagee, her heirs and assigns, an easement for ingress, egress and regress from time to time by foot or vehicular traffic over a 12 foot wide strip of property, which strip is more particularly described below. Said easement is for the benefit of the adjoining property of the Thomas H. Coker and is a perpetual, non-exclusive, appendant, appurtenant easement which shall run with the land and is essentially necessary to the enjoyment of the adjoining property of the Grantee and to the convenient and proper use thereof and is for a commercial purpose and shall be transmissible by deed or otherwise upon any conveyance or transfer of adjoining property of Thomas H. Coker. The said 12 foot wide strip is conveyed subject to the condition that no structure nor improvement of any kind other than usual and normal parking lot paving shall be erected or placed thereon, nor shall the Mortgagor, his heirs or assigns, use the said 12 foot wide strip for any purpose inconsistent with those rights reserved to Thomas H. Coker.

The 12 foot wide strip described in the immediately preceding paragraph is more particularly described as follows:

(CONTINUED ON ATTACHED SHEET)

(CONTINUED)

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.

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