

FILED
MAY 15 12 10 PM '84
R.M.C.

Vol 1004 #488

FIRST TENNESSEE BANKS 

~~TENNESSEE~~ DEED OF TRUST

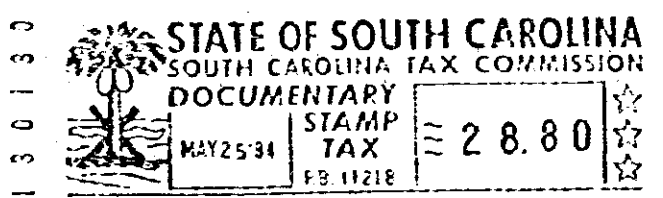
THIS INDENTURE, Made this 2nd day of May, 1984
by and between COMSCO, a Tennessee partnership consisting of STEVE W. NESBITT, DAVID
H. ATCHLEY, JOHN C. POPE, PHILLIP W. PARNELL, TIMOTHY W. ROBERSON, LLOYD P.
CARSON, and CANDACE C. KENNETT
herein called Grantor, and VINCE K. HICKAM

herein called Trustee, and FIRST TENNESSEE BANK National Association, herein called Beneficiary.
WITNESSETH, That Grantor, in consideration of the debt and trust hereinafter created, and the sum of Ten Dollars to him
in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Trustee, his suc-
cessors in trust and assigns, forever, the following described real estate situated in Butler Township
County of Greenville, and State of ~~TENNESSEE~~ South Carolina, City of Greenville,
located on the northwest side of Highway No. 29, and having the following
metes and bounds, to-wit:

BEGINNING at a point on the northwest side of the right of way of U. S.
Highway No. 29, the joint front corner of this lot and a lot heretofore
conveyed by Central Realty Corporation to D. E. Weathers, and running thence
N. 37° 30' W., 230 feet to a point in the line of property heretofore con-
veyed by Central Realty Corporation to B. L. Montague; thence with the line
of the property of B. L. Montague, S. 52° 30' W., 75 feet to a point; thence
S. 37° 30' E., 230 feet to a point on the northwest side of the right of
way of U. S. Highway No. 29; thence with the northwest side of the right
of way of U. S. Highway No. 29, N. 52° 30' E., 75 feet to the point of
BEGINNING. Plat of said property being recorded in the RMC Office for
Greenville County, in Plat Book "P", at page 149.

This is the identical property conveyed to the Grantor herein by deed of
Check-Out Systems, Inc., dated the 2nd day of MAY, 1984, and
recorded on the 25th day of MAY, 1984, in the RMC Office for
Greenville County, South Carolina, in Deed Book 1213, at page 316.

Partnership Declaration to be filed at a later date.



together with (1) all the improvements now on or which may be hereafter placed on said land during the existence of this lien
and all materials, equipment, furnishings, or other property whatsoever installed or to be installed or used in or about the
building or buildings on said land, including but not being limited to all heating, plumbing, lighting, water-heating, cooking,
refrigerating, incinerating, ventilating and air conditioning equipment, storm doors and windows, shades, awnings, blinds and
linoleums, and property of like nature, all of which property and things are hereby declared to be permanent accessions to the
freeholds and part of the realty conveyed herein; and (2) all tangible personal property of whatever kind and nature now or
hereafter located on the aforescribed premises, including but not limited to furniture, tools, machinery and equipment; pro-
vided, however, that this clause (2) hereof shall not apply to any indebtedness governed by the Federal Truth in Lending Act. All
of the foregoing shall be security for the indebtedness and obligations herein mentioned.

TO HAVE AND TO HOLD The aforescribed real estate together with all the hereditaments and appurtenances thereunto
belonging or in any wise appertaining unto the said Trustee, his successors and assigns, in fee simple forever, and the said
Grantor does hereby covenant with the said Trustee, his successors and assigns, that he is lawfully seized in fee of the
aforescribed real estate, that he has a good right to sell and convey the same, that the same is unencumbered

and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever de-
fend against the lawful claims of all persons whomsoever.

THIS CONVEYANCE IS MADE IN TRUST to secure to Beneficiary, (1) payment of the indebtedness evidenced by a pro-
missory note (and all renewals or extensions or modifications thereof) of even date herewith, in the principal sum of

Seventy-Two Thousand and No/100 Dollars

(\$72,000.00-----), the balance of the principal sum of said note being payable ~~xxx~~

forty-eight (48) months from date

executed by Grantor and delivered to Beneficiary, together with the interest thereon as by said note (and all renewals or exten-

2 MY 25 '84 925

4.0001