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(KS&J 4220)  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

**MORTGAGE  
OF  
REAL PROPERTY**

THIS MORTGAGE, executed the 1st day of June, 1984, by  
DAVE C. GUNTER (hereinafter referred to as "Mortgagor")  
to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is  
Post Office Box 2568, Greenville, South Carolina 29602.

**WITNESSETH:**

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated June 1, 1984, to Mortgagee for the principal amount of Sixty Five Thousand and no/100 (\$65,000.00) Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that piece, parcel or lot of land situate, lying and being on the Northern side of Cleveland Street, in the City of Greenville, County of Greenville, State of South Carolina, and having according to a plat prepared by Jones Engineering Service, dated January 3, 1969, entitled "Property of Star Enterprises, Inc.", and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-A, at page 29, and also according to a more recent plat prepared by Campbell & Clarkson, Surveyors, Inc., dated April 15, 1974, entitled "Property of Dave C. Gunter", and also according to a more recent survey made by Carolina Surveying Co., R. B. Bruce, RLS, dated May 30, 1984, entitled "Property of Dave C. Gunter", the following metes and bounds, to-wit:

BEGINNING at a point on the Northern edge of the right-of-way for Cleveland Street which point is located 150 feet in a Southwesterly direction from the Northwestern corner of the intersection of Pleasantburg Drive (S.C. Highway #291) and Cleveland Street and running thence with the Northern edge of the right-of-way for Cleveland Street S. 78-06 W. 65 feet to a point; thence N. 6-50 W. 150 feet to a point; thence N. 78-06 E. 65 feet to a point in a concrete retaining wall; thence with said concrete retaining wall S. 6-50 E. 150 feet to the point of beginning.

TOGETHER with all the right, title and interest of the Mortgagor herein in and to an easement 20 feet in width for ingress to and egress from the premises hereinabove described to Cleveland Street, said easement being more particularly described in the deed from Star Enterprises, Inc. to Caper House, Inc. dated January 24, 1969, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 861, at page 205. Together with all of the rights, privileges and interests conveyed to the Mortgagor herein by said deed.

This is the same property conveyed to the Mortgagor herein by deed of Caper House, Inc. dated and recorded May 10, 1974, in Deed Book 998, at page 719.

This mortgage is junior and subordinate to that certain mortgage given by Dave C. Gunter to Southland Life Insurance Company in the original amount of \$79,000.00 dated December 12, 1974, and recorded on December 18, 1974, in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1329, at page 811.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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