



ANDERSON &  
GREENVILLE

MORTGAGE  
OF  
REAL PROPERTY

1985 831

BOOK 623 PAGE 663

THIS MORTGAGE, executed the 9<sup>th</sup> day of October, 1984, by J. & J. Enterprises, A South Carolina General Partnership (hereinafter referred to as "Mortgagor") to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is P.O. Box 8, Belton, SC 29627.

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 \_\_\_\_\_, to Mortgagee for the principal amount of Seventy-five Thousand Twenty-two and 50/100 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 those pieces, parcels or lots of land situate, lying and being on the Northeastern side of U.S. Hwy. No. 276, in the City of Mauldin, County of Greenville, State of South Carolina, and being shown and designated as Lots Nos. 11, 12, 13 and 14 on plat entitled Property of Milford Don Kelly, prepared by C. O. Riddle, RLS, dated December 18, 1974, and recorded in the RMC Office for Greenville County, S.C., in Plat Book 5K at Page 2, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northeastern side of U. S. Hwy. No. 276 at the joint front corner of the premises herein described and property now or formerly of Laura Elizabeth New and Harry E. New and running thence with property now or formerly of Laura Elizabeth New and Harry E. New N. 51-28 E. 510.8 feet to an iron pin in the line of right-of-way for Atlantic Coast Line Railroad; thence with the line of the right-of-way for Atlantic Coast Line Railroad S. 33-29 E. 199.8 feet to an iron pin in the line of property now or formerly of Wm. D. Yarborough & Lamar Kennedy; thence with the line of property now or formerly of Wm. D. Yarborough & Lamar Kennedy S. 51-28 W. 473.8 feet to an iron pin on the northeastern side of U.S. Hwy. No. 276; thence with the northeastern side of U.S. Hwy. No. 276 N. 44-07 W. 200 feet to the point of beginning. ALSO: All that piece, parcel or strip of land lying with that portion of a 40 foot proposed road adjacent to and northeast of Lots 12 and 14 and being shown on plat entitled Property of Thomas Cooper dated April, 1948, prepared by W. J. Riddle, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the southwest edge of said 40 foot proposed road at the joint front corner of Lots 10 and 12 and running thence along the southwest edge of said proposed road S. 33-36 E. 199.8 feet to the joint front corner of Lots 14 and 16; thence N. 51-24 E. 40 feet to an iron pin on the edge of railroad right-of-way; thence along said rights-of-way N. 33-36 W. 199.3 feet to an iron pin; thence S. 51-24 W. 40 feet to the beginning corner.

THE ABOVE PROPERTY being the same property conveyed unto mortgagor herein by deed of Mauldin Commercial Properties, A Partnership, by deed of record in Deed Book 1147 at Page 377, recorded on May 4, 1981, in the RMC Office for Greenville County, S.C.

(SEE ATTACHMENT FOR REST OF DESCRIPTION)

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

0.834

4328 W.2