

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

S.C.

1576 484

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

BOOK 79 1855

WHEREAS, L. B. COSNELL, JR.

(hereinafter referred to as Mortgagor) is well and truly indebted unto JACK P. DAVIS

(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 Six Thousand and no/100 Dollars (\$6,000.00) due and payable

as provided in said promissory note

with interest thereon from -- at the rate of -- per centum per annum, to be paid: --

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 Mortgagee 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 of my right, title, and undivided interest in and to:

1. ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled "Property of Mauldin Auto Parts" dated June 30, 1976, prepared by C. O. Riddle, R.S., and having, according to said plat, the following metes and bounds, to-wit:
BEGINNING at an iron pin on the southwestern side of Laurens Road, S.C. 417, at the corner of property of Milford D. Kelly 200 feet from the corner of property of Church of God and running thence with the southwestern side of Laurens Road, S.C. 417, N 62-28 W 100 feet to an iron pin; running thence S 27-32 W 200 feet to an iron pin; running thence S 62-28 E 100 feet to an iron pin and running thence N 27-32 E 200 feet to the point of beginning.
2. ALL that certain piece, parcel, or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled "Property of Mauldin Auto Parts" dated June 30, 1976 and revised December 31, 1976, prepared by C. O. Riddle, R.S., and having, according to said plat, the following metes and bounds, to-wit:
BEGINNING at an iron pin at the southwestern corner of other property of Mauldin Auto Parts Co., Inc., located 200 feet from Laurens Road and running thence S 27-32 W 60 feet to an iron pin; running thence S 62-28 E 100 feet to an iron pin; running thence N 27-32 E 60 feet to an iron pin at the corner of other property of Mauldin Auto Parts Co., Inc.; running thence with the line of said property, N 62-28 W 100 feet to the point of beginning.

Being the same conveyed to the Grantor, et al, by deed of Mauldin Auto Parts Co., Inc., dated May 25, 1977, recorded that day in said R. M. C. Office in Deeds Book 1057, Page 292.

This is a second mortgage and shares equal rank with the mortgage executed by the Mortgagor to Alex Davis herewith.

MAR 1 8 1983

FILED
GREENVILLE
MAR 10 1983
2 57 PM
CLERK
DONNA S. COOPER
S. COOPER
RECORDED
MARCH 10 1983
CLERK'S OFFICE
GREENVILLE COUNTY, S.C.
LAW LIBRARY

Together with all and singular rights, members, benefidments, 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 Mortgagee 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 at any just demand.