

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BLAKE P. GARRETT, JR., AS TRUSTEE,

(hereinafter referred to as Mortgagor) is well and truly indebted unto SOUTHERN BANK AND TRUST COMPANY

(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 Five Hundred Thousand and no/100ths -----

-----Dollars (\$ 500,000.00 due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though fully set forth herein, with interest thereon from date at the rate of 1/2 per centum per annum, <sup>above prime rate</sup> to be paid: as provided in said note.

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 triangular shape tract or parcel of land containing 9.06 acres, more or less, in the Town of Simpsonville, in Greenville County, State of South Carolina, situate, lying and being on the East side of Fairview Road, (Neely Ferry Road) and on the West side of the Old Laurens Road (S.C. Highway No. 14), which property is shown on a plat of the PROPERTY OF U. S. REGISTER CO., dated January 24, 1967, prepared by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County, S. C., in Plat Book VVV, page 143, having such courses, distances, metes and bounds as shown thereon and being further described as follows: BEGINNING at a point in the center of said Fairview Road where property now or formerly owned by Pearle R. Daniel corners with property now or formerly of Simpsonville Feed Mill; thence running S. 47-45 E., 412.45 feet to a point; thence running S. 38-51 E., 312.1 feet to a point; thence S. 38-51 E., 216.3 feet to a point in the center of Old Laurens Road; thence with center of said road, S. 32-20 E., 187.75 feet to a point; thence S. 37-07 E., 96.8 feet to a point in the center of said road; thence S. 75-50 W., 637.1 feet to a point in the center of Fairview Road; thence N. 14-10 W., along the center of said road, 862.75 feet to a point; thence N. 7-01 W., 91.58 feet to a point; thence N. 7-08 E., 67.6 feet; thence N. 23-11 E., 93.85 feet to the point of beginning.

ALSO:

ALL that adjoining certain piece, parcel or tract of land containing 4.19 acres, in the Town of Simpsonville, Greenville County, State of South Carolina, situate, lying and being on the east side of Fairview Road (formerly Neely Ferry Road) and on the west side of the old Laurens Road (S. C. Highway No. 14), which property is shown as a parcel of 4.19 acres on a plat of property of the UNITED STATES REGISTER CO., by C. O. Riddle, R.L.S., dated October 13, 1972, recorded in Deed Book 960, at page 149, RMC Office for Greenville County, S. C., same having such shape, courses, metes and bounds as shown and delineated thereon, and more particularly described as follows: COMMENCING at an iron pin on the southern side of the Old Laurens Road where the property hereby conveyed corners with property now or formerly owned by Janie D. DeTreville, thence running S. 13-45 W., 51.2 feet; thence S. 0-55 W., 51.2 feet; thence S. 5-30 E., 60 feet; thence S. 7-5 W., 65.7 feet; thence S. 32-15 W., 65.7 feet; thence S. 44-50 W., 338.4 feet; thence S. 52-47 W., 39.5 feet; thence S. 68-43 W., 39.5 feet; thence N. 53-19 W., 32.1 feet; thence along frontage road, N. 7-44 W., 56 feet; thence N. 23-36 W., 50 feet; thence N. 49-54 W., 50 feet; thence N. 71-27 W., 46.1 feet to an iron pin; thence N. 12-34 W., 135.6 feet to an iron pin; thence S. 74-22 W., 12.6 feet to an iron pin; thence N. 14-12 W., 124.5 feet to an iron pin; thence N. 75-50 E., 582.8 feet to the point of beginning.

The above described property is the same conveyed to Blake P. Garrett, Jr., as Trustee, by deed of Blake P. Garrett, Sr., et al, dated November 2nd, 1974, recorded in the RMC

(CONTINUED ON ADDENDUM)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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