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DONNE STANBERRY MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, **HOWLE DEVELOPERS, INC.**

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 **FORTY-TWO THOUSAND FIVE HUNDRED AND NO/100THS**----- Dollars \$42,500.00 due and payable

on or before April 20, 1977;

with interest thereon from date at the rate of **Nine** per centum per annum, to be paid: **Quarterly.**

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 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**, at the western corner of the intersection of U. S. Highway 29 (Wade Hampton Boulevard) and Wellington Avenue, in the City of Greenville, which is a portion of the property shown on a plat prepared by R. E. Dalton, dated August, 1946, and which is described as follows:

BEGINNING at an iron pin at the western corner of the intersection of U. S. Highway 29 and Wellington Avenue, and running thence along the edge of U. S. Highway 29, S 52-43 W 83.3 feet to a point; N 37-01 W 10 feet to a point, and S 52-43 W 19.5 feet to a point; thence N 37-01 W 200 feet to a point; thence S 52-43 W 100 feet to a point; thence S 37-01 E 10 feet to a point; thence S 52-43 W approximately 240 feet, more or less, to a point; thence N 30-57 W approximately 120 feet, more or less, to a point; thence S 59-03 W 187.4 feet to a point on Chick Springs Road, which point is 337.5 feet in a north-westerly direction from the northwestern intersection of said Chick Springs Road and U. S. Highway 29; running thence with the north-eastern side of Chick Springs Road, N 30-57 W 80 feet to a point; continuing thence with the edge of Chick Springs Road, N 37-42 W 60 feet to a point; thence N 46-23 E 107.5 feet to a point; thence N 68-23 E 100 feet to a point; thence N 62-02 E 211 feet to a point; thence S 37-22 E 172.1 feet to a point; thence N 52-43 E 183.8 feet to a point and thence S 37-01 E 230 feet to the point of beginning. Less, however, that portion previously conveyed by the Mortgagor.



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.

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