

MORTGAGE OF REAL ESTATE--Prepared by RILEY AND RILEY, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

*Mortgagee's Address - 90 Cutchie Cir.  
609 University Ridge  
Greenville, S.C. 29605*  
BOOK 1492 PAGE 178  
DEC 28 2 54 PM '79  
DOWNS TANKERSLEY R.H.C.

WHEREAS, I, LAWRENCE E. McNAIR,

(hereinafter referred to as Mortgagor) is well and truly indebted unto JACK E. SHAW, BRAXTON M. CUTCHIN, AND MICCO CORPORATION,

(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 Thousand and No/100-----

Dollars (\$ 40,000.00-) due and payable

six (6) months from date,

with interest thereon from \_\_\_\_\_ date at the rate of ten (10%) per centum per annum, to be paid: \_\_\_\_\_ at maturity

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:

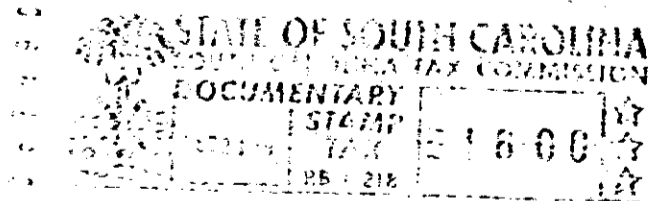
---"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of \_\_\_\_\_"

All that piece, parcel or lot of land located in the County of Greenville, State of South Carolina, situate, lying and being on the South side of Lowndes Hill Road and the west side of S. C. Highway No. 291 (N. Pleasantburg Drive), and having according to a plat entitled Property of Jack E. Shaw dated March, 1972, by Dalton & Neves Co., Engineers, recorded in the R.M.C. Office for Greenville County in Plat Book 4-Q, at Page 49, the following metes and bounds, to-wit:

Beginning at an iron pin on the west side of S. C. Highway 291 (N. Pleasantburg Drive) at the joint corner of instant property and property now or formerly of McAdams Christopher, and running thence along the joint line of said property S. 77-45 W. 260.6 feet to an iron pin; thence along the line of property now or formerly of William M. Morris N. 18-51 W. 297.7 feet to an iron pin on the south side of Lowndes Hill Road; thence along the said Lowndes Hill Road N. 83-25 E. 153.2 feet to an iron pin; thence still with the south side of Lowndes Hill Road N. 87-35E. 56.2 feet to a point; thence along the line of property now or formerly of Mobil Oil Corporation S. 10-15 W. 170 feet to an iron pin; thence S. 83-33 E. 150 feet to a point on the west side of S. C. Highway No. 291 (N. Pleasantburg Drive); thence along the west side of said S. C. Highway No. 291 (N. Pleasantburg Drive) S. 73-17 W. 67.3 feet to an iron pin, the point of beginning.

This mortgage is third and junior in lien to that mortgage in favor of Palmetto State Life Insurance Company of Columbia in the original amount of \$250,000.00 as shown on the records of Greenville County, South Carolina, in Mortgage Book 1311 at Page 693; and that mortgage in favor of First Citizens Bank and Trust Company in the original amount of \$55,000.00 recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1492, at Page 176.

This is the same property conveyed by deed of Jack E. Shaw, et al recorded in Deed Book 1118 Page 53 on December 28, 1979.



Together with all and singular rights, members, hereditaments, 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 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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