

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } 10 18 AM '80

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DEED BOOK 1117 P. 376

WHEREAS, INGLES MARKETS, INC., a corporation organized and existing under the laws of the State of North Carolina. (hereinafter referred to as Mortgagor) is well and truly indebted unto

THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: SIXTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE AND NO/100----- Dollars (\$ 65,665.00) 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 they set forth herein, with interest thereon from date at the rate of 15% per centum per annum, to be paid as provided for in said note; and,

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 piece, parcel or tract of land lying and being on the western side of Augusta Road (U.S. Hwy 25) County of Greenville, State of South Carolina, containing approximately 30 acres, and having, according to a plat entitled "Property of Garrett and Garrett", dated December 5, 1979 by Clifford C. Jones, and recorded in the R.M.C. Office in Plat Book 7Q at Page 78, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of subject property and property now or formerly of Earle, located on the western side of the right-of-way of Augusta Road (U.S. 25) and running thence S. 85-20 W. 364.9 feet to an iron pin; thence turning and running S. 3-30 W. 29 feet; thence turning and running N. 80-14 W. 1073.2 feet to a point located in the center of Golf Course Road; thence turning and following the center of Golf Course Road, S. 71-59 W. 66 feet; thence turning and running S. 11-26 W. 724.8 feet to an iron pin; thence turning and running S. 78-46 E. 235 feet to an iron pin; thence turning and running S. 79-15 E. 299.8 feet to an iron pin; thence turning and running S. 78-09 E. 200.6 feet to an iron pin; thence turning and running S. 78-49 E. 179.9 feet to an iron pin; thence turning and running S. 77-56 E. 311.47 feet to an iron pin; thence turning and running S. 3-30 W. 39.6 feet to an iron pin; thence turning and running S. 86-30 E. 250 feet to an iron pin; thence turning and running N. 3-30 E. 14.3 feet to an iron pin; thence turning and running S. 86-30 E. 271 feet to an iron pin located on the western right-of-way of Augusta Road (U.S. 25); thence following the right-of-way of said road, N. 1-40 W. 100 feet to an iron pin; N. 2-39 W. 100 feet to an iron pin; N. 3-47 W. 100 feet to an iron pin; N. 4-38 W. 100 feet to an iron pin; N. 6-22 W. 200 feet to an iron pin; N. 7-31 W. 100 feet to an iron pin; N. 8-47 W. 100 feet to an iron pin; N. 9-27 W. 112.8 feet to the point of beginning.

This is the same property conveyed to the above named mortgagor by deed of Christine M. Brashier, as Trustee, recorded in the RMC Office for Greenville County, SC in Deed Book 1117, Page 377 on 12/14/79.

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.

1570

4328 RV-2