

RECORDED
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S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, ERNEST LEE PACK, JR., of the County of Spartanburg and State of South Carolina;

(hereinafter referred to as Mortgagor) is well and truly indebted unto NORTHWESTERN BANK ***** P.O. Box 1518, Tryon, North Carolina 28782;

(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 *****

**** SIXTY SIX THOUSAND & NO/100 ***** Dollars (\$ 66,000.00) due and payable

in thirty-five equal monthly installments of \$1106.19 commencing on March 5, 1981, and monthly thereafter, each such payment to be applied first to accrued interest and the remainder to principal with the balance of principal and interest to become due and payable on or before March 5, 1984 ;

with interest thereon from date at the rate of 16.00 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 accounts 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 and described by metes and bounds as follows, to-wit:

TRACT #1: Lying and being on both sides of U.S. Highway #176 being shown as the major portion of a tract designated as 1.33 acres on a plat of the property of Arthur B. Borden dated January 18, 1975, prepared by H.B. Frankenfield, Jr., recorded in Plat Book 5-J, Page 22, in the RMC Office for Greenville County, S.C., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the North Carolina-South Carolina State line at the corner of the property now or formerly belonging to Earley; and running thence with the State line, South 85 degrees 23 minutes East 339.5 feet, more or less, to an iron pin at the corner of property now or formerly belonging to J.L. Henson; thence with the Henson property and the Powers property and crossing Hunt Country Road and U.S. Highway #176, South 40 degrees 37 minutes West 310 feet to a point; thence North 43 degrees 10 minutes West 135.4 feet to a point; thence North 45 degrees 58 minutes West 105 feet to a point; thence North 52 degrees 20 minutes West 28.8 feet to a point; thence North 37 degrees 11 minutes East 87.45 feet, more or less, to the point of BEGINNING, and being the identical property conveyed to Mortgagor by deed from Arthur B. Borden and James Payne, recorded in Book 1015, Page 677, RMC Office for Greenville County, S.C.

TRACT #2: All that lot of land situate on the Northeastern side of Highway #176 in the County of Greenville, State of South Carolina, being shown as Lot #7, Block 1, Sheet 624.10 on the Greenville County Tax Maps and having the following metes and bounds, to-wit:

BEGINNING at an iron pin near the center of Highway #176 at the Southwestern corner of a 1.33 acre tract as shown on plat recorded in Plat Book 5-J, Page 22 in the RMC Office for Greenville County; and running thence with said 1.33 acre tract, North 37 degrees 11 minutes East 87.45 feet to an iron pin in the North Carolina-South Carolina State line; thence with said State line, North 85 degrees 23 minutes West 116.2 feet, more or less, to an iron pin; thence South 39 degrees 20 minutes West 30 feet to an iron pin in Highway #176; thence with said Highway, South 57 degrees 32 minutes East 25.25 feet to an iron pin; thence still with said Highway, South 52 degrees 12 minutes East 71.9 feet, more or less, to the point of BEGINNING, and being the identical property conveyed to Mortgagor by deed from Arthur B. Borden and James Payne, recorded in Book 1031, Page 440, RMC Office for Greenville County, S.C.

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Together with all and singular rights, members, heritaments, 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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