

FILED
GREENVILLE CO. S. C.

1533-156

FEB 22 4 29 PM '81

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }
DONALD STANFORD STANFORDSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MRS. FIRECRACKER'S, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto UNION HOME LOAN CORPORATION OF SOUTH CAROLINA, whose address is Suite 103, Piedmont Center, 33 Villa Road, Greenville, S.C., 29607

(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 -----

Seventy-One Thousand Four Hundred Thirty & No/100 Dollars (\$ 71,430.00) due and payable as per the terms of said note;

with interest thereon from date at the rate of 17.50R per centum per annum, to be paid: as per the terms of 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 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, being shown on plat entitled "Sun Oil Company" by R.B. Bruce, dated November 12, 1965, and recorded in the RMC Office for Greenville County, S.C., in Plat Book JJJ, Page 95, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of U.S. Highway 25, known as Augusta Road, at the curved intersection of James Drive, and running thence along the new highway right-of-way line S. 18-09 W. 326 feet to an iron pin; thence with the curved intersection of U.S. Highway 25 and Williams Drive, the chord of which is S. 63-11 W., 17.67 feet to an iron pin on the northern side of Williams Drive; thence with said drive N. 71-30 W. 125 feet to an iron pin; thence along the curved intersection of Williams Drive and a 20-foot service alley, the chord of which is N. 26-49 W., 14.10 feet to an iron pin on the eastern side of said alley; thence with said alley N. 18-25 E. 320.60 feet to an iron pin; thence with the curved intersection of said alley and James Drive, the chord of which is N. 60-52 E., 15 feet to an iron pin on the southern side of James Drive; thence along James Drive S. 75-24 E. 123.50 feet to an iron pin; thence with the curved intersection of James Drive and U.S. Highway 25, the chord of which is S. 29-08 E., 16.98 feet to the point of beginning.

This being the same property conveyed to the Mortgagor by deed of Sun Oil Company of Pennsylvania dated September 18, 1979, and recorded on January 21, 1980, in Deed Book 1119, at Page 325.

This mortgage is given as additional security for that certain promissory note in the original amount of \$71,430.00 executed by Mrs. Firecracker's, Inc. and James F. Casey, III, individually, in favor of the mortgagee herein. A mortgage from James F. Casey, III, a/k/a James F. Casey, securing the same promissory note, said mortgage being in the amount of \$71,430.00, is being recorded simultaneous with this mortgage.

[Faint circular stamp or seal, illegible]

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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