COUNTY OF GREENVILLE ANKERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

G & M Corporation

(hereinaster referred to as Mortgagor) is well and truly indebted unto

Virginia H. Gibson

(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

One Hundred Eight Thousand and 00/100 ----- Dollars (\$ 108,000.00) due and payable on demand

on demand

133 Stone Lake Drive Greenville, 50 29609

with interest thereon from date at the rate of -0- 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

All that lot of land in the County of Greenville, South Carolina, on the north side of West Main Street (Old U. S. Highway No. 29), in Taylors, shown on plat entitled "Property of W. W. Wilkins" made October 4, 1968, by C. O. Riddle:

Beginning at an iron pin on the north side of West Main Street (Old U. S. Highway No. 29) corner of property of Edna Andrea Alewine and running with the line of said property N. 9-03 W. 373.6 feet to an iron pin on the southeast side of the right-of-way of Super Highway (New U. S. Highway No. 29); thence with the southeast side of said Highway, N. 52-36 E. 23.8 feet to iron pin; corner of property of J. H. Alewine Estate; thence with the line of said property S. 66-57 E. 93.3 feet to iron pin; thence continuing with the line of said property S. 66-47 E. 127.2 feet to an iron pin, corner of property of Myrtle T. Alewine; thence with the line of said property S. 9-34 E. 263.5 feet to iron pin on the north side of West Main Street (Old U. S. Highway No. 29); thence with the north side of said street, S. 80-36 W. 105 feet to an iron pin; thence continuing S. 79-09 W. 105 feet to the beginning corner.

This is the same property as that property conveyed to G & M Corporation by deeds from Virginia H. Gibson, Joe D. Gibson and William M. Morgan to be recorded herewith.

It is acknowledged that the lien of the within mortgage is second and junior to the lien of a mortgage given to Piedmont Federal Savings and Loan Association of Spartanburg in the original principal sum of \$300.000.00 to be recorded herewith.

DOCUMENTARY

STAR OF SOUTH CAROLINA

SOUTH CAFOLINA TAX COMMISSION

STAMP

STAMP

TAX

RB.11235

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 thereform, 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 Mortgager 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 encumbet 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 whomseever lawfully claiming the same or any part thereof.

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