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STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE }
 GREENVILLE }
 S.C. }
 11 39 AM '82 }
 WILKINSLEY }
 M.C.

**MORTGAGE
 OF
 REAL PROPERTY**

THIS MORTGAGE, executed the 25TH..... day of FEBRUARY....., 19 82....., by
 431 PARTNERSHIP..... (hereinafter referred to as "Mortgagor")
 to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is
 SOUTH MAIN STREET, GREENVILLE, SOUTH CAROLINA 29601.....

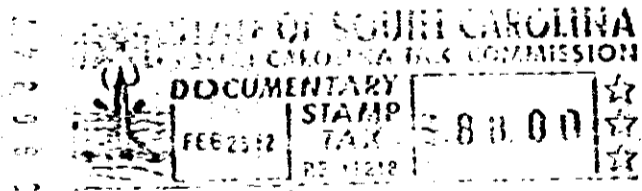
WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated FEBRUARY 25, 1982....., to Mortgagee for the principal amount of TWO HUNDRED TWENTY THOUSAND AND NO/100THS..... Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

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, 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 RMC 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. 193.2 feet to an iron pin; thence still with the South side of Lowndes Hill Road, N. 87-35 E. 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 291 (N. Pleasantburg Drive); thence along the West side of S. C. Highway No. 291 (N. Pleasantburg Drive) S. 73-17 W. 67.3 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the Mortgagor herein by a certain deed of Lawrence E. McNair on February 20, 1981, and recorded on the same date in the RMC Office for Greenville County in Deed Book 1143 at Page 62.



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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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