MARCHBANKS, CHAPMAN, & HARTER, P.A.

MORTGAGE OF REAL ESTATE

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111 TOY STREET, GREENVILLE, S. C. 29603

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COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID E. MESSICK,

(hereinaster referred to as Mortgagor) is well and truly indebted unto DILL WAREHOUSE, CO.,

PER TERMS OF PROMISSORY NOTE OF EVEN DATE

With interest thereon from ------- arther site of ----- per centum per amount 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 Mortgagoe 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, on the East side of Florida Avenue near the City of Greenville, and being a portion of Tract I-1 on Plat of Highland recorded in the RMC Office for Greenville County in Plat Book C, Page 257-259, and having, according to said plat and a survey made by Robert Jordan dated January 20, 1969, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Florida Avenue at the Northwest corner of lot now belonging to R. V. Chandler, and runs thence along the East side of Florida Avenue, N. 22-10 W. 50 feet to an iron pin; thence along other property of R.V. Chandler S.46-50 E. 47.2 feet to an iron pin; thence still along property of R.V.Chandler, N. 76-25 E. 187.8 feet to an iron pin; thence still along property of R.V.Chandler, N. 11-0 W. 2 feet to an iron pin; thence still along Chandlers property, N. 76-25 E. 150 feet to an iron pin on the western edge of the right-of-way of Piedmont and Northern Railway; thence along the western edge of the right-of-way of Piedmont and Northern Railway, S. 11-00 E. 21 feet to an iron pin at corner of property of the grantor, thence along line of property of R. V. Chandler herein, S. 76-25 W. 355.7 feet to an iron pin on the East side of Florida Avenue, the beginning corner.

ALSO: BEGINNING at an iron pin on the eastern side of Florida Avenue, which pin is at the joint corner of this lot and lot 7 of Carl Court, and running thence with the lines of Lots 5, 6 and 7 of Carl Court, N. 76-25 E. 342.6 feet to an iron pin in the right-of-way of the P & N Railroad; thence with said right-of-way N. 10-10 W. 60 feet to an iron pin; thence S. 76-25 W. 356.2 feet to an iron pin on the eastern side of Florida Avenue; thence with the eastern side of Florida Avenue S. 22-10 E. 60 feet to the point of beginning.

This being the identical property conveyed unto Mortgagor herein by Deed of R. V. Chandler as shown in the RMC Office for Greenville County, South Carolina, in Deed Book 995 at Page 263, recorded on March 13, 1974.

This is a second mortgage.

STATE OF SOUTH CAROLINA

SOUTH CAROLINA TAX COMMISSION

DOCUMENTARY

STAMP

NOV20'84 TAX

RB. 11218

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 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.

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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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