

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, JAMES P. MOORE and OTIS P. MOORE,

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE SOUTHERN BANK AND TRUST COMPANY,

(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

---FIFTEEN THOUSAND FIVE HUNDRED and no/100----- Dollars (\$ 15,500.00) due and payable

One Thousand Five Hundred Fifty Dollars (\$1,550.00) one year from date, and a like amount on the second, third and fourth anniversary of this paper, with the remaining balance of Nine Thousand Three Hundred Dollars (\$9,300.00) to be paid five (5) years from date, with interest thereon from date at the rate of $6\frac{1}{2}$ per centum per annum, to be paid quarterly.

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

All that certain lot of land lying in the State of South Carolina, County of Greenville, on the northwestern side of Mills Avenue (U.S. Highway No. 29) shown on a revised plat (undated) entitled property of James P. and Otis P. Moore prepared March, 1959 by C. O. Riddle, R.L.S., and being further described according to the said plat as follows:

Beginning at an iron pin on the northwestern side of the right-of-way for Mills Avenue at the joint corner of the within described property and property heretofore leased to the American Oil Company by the Moores, which point is N. 39-06 E. 125 feet from Reeves Street; running thence along the line of the property heretofore leased to the American Oil Company N. 50-30 W. 112 feet to the northwestern side of a twelve (12) foot alley; thence N. 62-59 E. 90 feet to an iron pin; thence N. 35-04 W. 50 feet to an iron pin; thence N. 45-14 E. 25.5 feet to a point on the northwestern side of a twelve (12) foot alley; thence across the said twelve (12) foot alley and along property heretofore leased by the Moores to the Consolidated Oil Company S. 50-30 E. 112 feet to an iron pin on the northwestern side of the right-of-way for Mills Avenue; thence along the said right-of-way S. 39-06 W. 116.7 feet to the point of beginning. Together with all of the right and interest that the Moores may have in a twelve (12) foot alley extending from the southwestern corner of the property to Reeves Street and a twelve (12) foot alley extending from the northwestern corner of the property to Ligon Street; together with whatever right and interest that the Moores may have in the right-of-way for Mills Avenue (U.S. Highway No. 29).

As additional security, we hereby assign and transfer to the mortgagee, its successors and assigns, that certain lease entered into between the mortgagors as lessors and William J. Feith and Milton W. Burton, as lessees, dated October 19, 1966; provided that the mortgagors shall continue to collect rentals payable under said lease so long as this note and mortgage are not in default, but upon the same becoming in default, the mortgagee shall be entitled to collect all of such rentals and to apply the same to the mortgage, or to sell our interest as lessors in the event of foreclosure.

Together with all and singular rights, members, hereditaments, 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.