STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

AND LEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Properties Unlimited, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lloyd D. Auten

(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

Thirty Thousand and No/100------ Dollars (\$30,000.00)

) due and payable

To be paid according to the terms of the Note of even date.

with interest thereon from

at the rate of

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 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 known and designated

as the greater portion of Lot 26 and all of Lot 25 as shown on a plat of property of James M. Edwards recorded in the RMC Office in Plat Book EE at page 60, the same being shown on a plat prepared by Campbell and Clarkson, Surveyors, dated July 15, 1971 and having according to said plats the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Wade Hampton Boulevard and Cherokee Drive and running thence with the southwestern side of Cherokee Drive S. 48-42 E. 225.1 feet to an iron pin; thence S. 43-0 W. 96.7 feet to an iron pin; thence N. 47-0 W. 100 feet to an iron pin; thence S. 43 00 W. 100 feet to an iron pin; thence S. 47-0 E. 325 feet to an iron pin on the eastern side of Wade Hampton Boulevard joint front corner of lots 24 and 25; thence with the eastern side of Wade Hampton Boulevard N. 43-0 E. 190 feet to the point of BEGINNING. Being the same property conveyed to Properties Unlimited, Inc. by Wayman Henry Vaughan, Jr. by deed dated November 22, 1972 and recorded in Deed Volume 961 at page 163 and deed to Properties Unlimited, Inc. from W. B. Fanning and Willie B. Fanning by deed dated July 31, 1973 and recorded in the RMC Office in Deed Volume 980 at Page 576.

ALL that piece, parcel or tract of land in the County of Greenville, State of South Carolina, being known and designated as a part of Lot No. 15 and all of Lot No. 16 as shown on plat of Paramount Park near Greenville according to a plat made by R. K. Campbell, Engineer, November 22, 1960, and having according to said plat the following courses and distances, to-wit:

BEGINNING at an iron pin on 3. C. Highway 291 at the joint front corner of Tracts Nos. 10 and 16 and running thence along Highway 291, N. 35-22 E. 80.3 feet to a point; thence continuing with said highway N. 37-03 E. 16.7 feet to a point; thence a new line through Lot No. 15, S. 50-35 E. 119.5 feet to a point; running thence S. 39-20 W. 100 feet to a point; running thence N. 50-30 W. 114.3 feet to the beginning corner. Being the same property conveyed to Lawrence E. McNair and Donald D. Greer d/b/a McNair & Greer, a Partnership by deed dated February 26, 1974 and recorded in Deed Volume 994 at Page 379 and by deed from Donald D. Greer to Lawrence E. McNair by deed dated May 20, 1974 and recorded in Deed Volume 999 at page 307.

Also the interest of Lawrence E. McNair in the Limited Partnership known as Keyman Investors, the same being hereby assigned as security for the above loan.

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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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