

GREENVILLE CO. S.C.

1977 8

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
Lawrence R. Mahaffey
236 Old Grove Road
Greenville, S. C. 29605

MAR 21 4 28 PM '77
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
(CORPORATION)
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Johnson Enterprises, Inc. _____, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto Lawrence R. Mahaffey _____

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Fifteen Thousand and No/100 (\$15,000.00) _____ Dollars

(\$ 15,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of eight per centum per annum, to be paid as provided for in said note; and,

DUE AND PAYABLE \$1,000.00, plus interest, on the 21st day of September, 1977 and \$1,000.00, plus interest, to be paid semi-annually thereafter until paid in full.

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 piece, parcel or tract of land located, lying and being in the County of Greenville, State of South Carolina, being the southern most portion of the property entitled "Estate of R. O. Burns", recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book O at Page 175 and having the following metes and bounds, to-wit:

BEGINNING at a point on the southeastern side of Old Grove Road at the joint corner of the within tract and property heretofore conveyed to the Grantee herein by deed recorded in the R.M.C. Office for Greenville County in Deed Book 925 at Page 63 and running thence N. 51-31 W., 251.1 feet to a point in the line of other property of the Grantee herein; thence S. 28-30 W., 177.0 feet; thence S. 74-10 E., 205.8 feet to a point; thence S. 68-40 E., 110.2 feet to a point on the southeastern side of Old Grove Road; thence, with Old Grove Road S. 39-0 W., 176.6 feet and S. 35-24 W., 107.9 feet to a point, point and place of beginning, being all property remaining of a tract originally comprising 16.51 acres, more or less, conveyed by W. H. Burns, surviving executor to Pauline Owens Mahaffey by deed recorded June 14, 1945 in the R.M.C. Office for Greenville County, South Carolina in Deed Book 276 at Page 364.

This is the same property conveyed to the mortgagor herein by deed of Lawrence R. Mahaffey recorded March 21, 1977 in the R.M.C. Office for Greenville County in Deed Book 1053 at Page 92.

9-2-77

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DOCUMENTARY STAMP TAX \$ 06.00

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.

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