

MORTGAGE OF REAL ESTATE -

STATE OF SOUTH CAROLINA }  
COUNTY OF Greenville }

MORTGAGE OF REAL ESTATE

1058 784

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William R. Queen and Mary L. Queen

(hereinafter referred to as Mortgagor) is well and truly indebted unto Clyde W. Rector

(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

Sixty Thousand and 00/100-----Dollars (\$60,000.00 ) due and payable in monthly installments of (\$681.96) Six Hundred Eighty One and 96/100 with the first payment being due and payable on the 6th day of May, 1984 and payments in an equal amount being due on the 6th day of each and every month thereafter for a period of 15 years until paid in full.

with interest thereon from date at the rate of 11% (Eleven) per centum per annum, to be paid: monthly

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 and shown as parcel number one on a survey for Georgia Industrial Realty Company, dated March 12, 1977 and prepared by Piedmont Engineers, Architects & Planners and recorded in the RMC Office for Greenville in Plat Book 7-I, Page 55 and having, according to said plat, the following metes and bounds, to-wit:

To find the point of beginning commence at the intersection of the southwesterly boundary of South Carolina Road No. 21 (Old Sevier Camp Road) with the northwesterly boundary of Warehouse Court; thence S 44-35 W along said northwesterly boundary of Warehouse Court, a distance of 1150 feet, more or less to a point; thence N 45-08 W along property of Clyde W. Rector, a distance of 46.0 feet TO THE POINT OR PLACE OF BEGINNING: thence, N 75-35 W a distance of 146.5 feet; thence N 69-43 W a distance of 31.0 feet to a point, said point being 15 feet northwardly from, as measured radially to, the center line of a spur track serving Winn-Dixie Stores, Inc.; thence N 77-05 W a distance of 52.25 feet to a point, said point being 15 feet northwardly from, as measured radially to, said center line of said spur track; thence N 85-25 W a distance of 51.93 feet to a point that is 15 feet northwardly from, as measured radially to, the center line of said spur track; thence S 88-10 W, a distance of 51.78 feet to a point that is 15 feet northwardly from, as measured radially to, the center line of said spur track; thence S 80-57 W a distance of 52.12 feet to a point that is 15 feet northwardly from, as measured radially to, the center line of said spur track; thence S 71-47 W, a distance of 55.88 feet to a point that is 15 feet northwardly from, as measured radially to, the center line of said spur track; said point also being 100 feet southeastwardly from, as measured radially to, the center line of the original main track of The Atlanta and Charlotte Air Line Railway Company; thence N 33-50 E a distance of 17.22 feet to a point in the southerly right of way line of The Atlanta and Charlotte Air Line Railway Company, said point being 100 feet southeastwardly from, as measured radially to, said center line of the original main track of The Atlanta and Charlotte Air Line Railway Company, between ATLANTA, Georgia and CHARLOTTE, North Carolina; thence N 34-13 E continuing along said southerly right of way line, a distance of 64.5 feet to a point that is 100 feet southeastwardly from the measured radially to, said center line of said original main track of The Atlanta and Charlotte Air Line Railway Company; thence N 35-30 E continuing along said southerly right of way line a distance of 100.0 feet to a point that is 100 feet southeastwardly from, as measured at a right angle to, said center line of The Atlanta and Charlotte Air Line Railway Company; thence N 37-39 E continuing along said southerly right of way line, a distance of 100.0 feet to a point that is 100 feet southeastwardly from, as measured at a right angle to, said center line of The Atlanta and Charlotte Air Line Railway Company; thence S 45-08 E a distance of 374.02 feet, more or less, TO THE POINT OR PLACE OF BEGINNING: said Parcel No. 1 containing 0.965 of an acre, more or less, and being shown outlined in red on the attached print of Drawing No. TC-77-0028, dated March 12, 1977, last revised October 11, 1978.

Being the same property conveyed to Mortgagors herein by deed of Clyde W. Rector to be recorded of even date herewith.

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.

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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