GREENVILLE CO. S. C.

301 1390 182525

## STATE OF SOUTH CAROLINA, \$ 20 PM 700

COUNTY OF GREENVILLE

## To All Whom These Presents May Concern:

C. WHEREAS, JOE A. HEWELL

DOCUMENTARY SIAMP TAX EBUILD TAX EBUILDS

hereinafter called the mortgagor(s), is (are) well and truly indebted to

F SOUTHERN BANK AND TRUST COMPANY

Thereinafter called the mortgagee(s), in the full and just sum of -------
ONE HUNDRED NINE THOUSAND EIGHT HUNDRED TEN and 78/100 (\$109,810.78)--
Dollars, in and by a certain promissory note in writing of even date herewith, due and payable as follows: ON DEMAND

Interest to be computed at a fluctuating rate equal to the best short term lending rate in effect from time to time charged by Southern Bank Uand Trust Company, Greenville, South Carolina, to its best large corporate customers with the highest credit rating. Interest is to be calculated on the basis of a 360-day year for the number of days outstanding, and any adjustments in the rate of interest shall be effective on the date of change in said Bank's best short term commercial lending rate;

жижимих жижимих жижимих жижимих финктистиций (interest to be computed and paid on the first day of each calendar quarter hereafter on outstanding /balange in unpaid when due to bear interest at the same rate as principal until paid, and the mortgagor(s) has (have) further promised and agreed to pay a reasonable amount due for attorney's fee if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the mortgagor(s) in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents to grant, bargain, sell and release unto the said mortgagee(s) the following described real property:

All of my undivided one-sixth (1/6) interest in and to the following described real property:

ALL that piece, parcel or lot of land, with the buildings and improvements thereon situate, lying and being near the City of Greenville, Greenville County, South Carolina, being triangular in shape, and being bounded on the Northwest by Wade Hampton Boulevard (U. S. Highway 29), and on the East South Carolina Highway No. 291, and on the Southwest by property now or rormerly of Greenville Petroleum Company and having, according to a plat prepared by Piedmont Engineering Service dated April 16, 1963, and revised July 30, 1964, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Wade Hampton Boulevard, in the right of way thereof and at the joint corner of property now or formerly of Greenville Petroleum Company and running thence with the right of way of said Wade Hampton Boulevard, N. 46-12-15 E., 8 feet to an iron pin; thence continuing with the right of way of said Boulevard, N. 44-55-45 E., 270 feet to an iron pin; thence S. 46-50 E. 66.8 feet to an iron pin on the Western side of the right of way of S.C. Highway 291; thence with the right of way of said Highway, S. 1-48-30 W., 300.2 feet to an iron pin; thence S. 41-48-30 W., 67.5 feet to an iron pin in the line of property now or formerly of Greenville Petroleum Company; thence with the line of said property, N. 43-47-45 W., 275.7 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of North Greenville Restaurant, Inc. dated October 6, 1976 and recorded on October 11, 1976 in the R.M.C. Office for Greenville County in Deed Book 1044, at page 354.

Mortgagee's address: Southern Bank & Trust Co., P.O. Box 1329, Greenville, S. C. 29602

1328 RV-23

TO!

(D)

S

**O**-