First Mortgage on Real Estate

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# **MORTGAGE**

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: J. B. J. PROPERTIES, A PARTNERSHIP

A PARTNERSHIP

existing under the

laws of the State of South Carolina

, (hereinafter referred to as Mortgagor)

SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, Greenville, S. C., (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note(s) of even date herewith, the terms of which are incorporated herein by reference, in the sum of NINETY-ONE THOUSAND FIVE HUNDRED AND NO/100------

DOLLARS (\$91,500.00 ), with interest thereon as provided in said promissory note(s), said principal and interest to be paid therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable February 1, 1993.

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 to secure the performance of all covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, 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 lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being those two pieces, parcels or tracts of land on the westerly side of Donkle Drive in Chick Springs Township, Greenville County, South Carolina, being a minor portion of Tract No. 1 on survey for Commodity Warehouse Company, Inc., dated September 10, 1964 as revised October 12, 1964, as recorded in Plat Book "YY" at Page 200 RMC Office for Greenville County, South Carolina, and having, according to more recent survey thereof by Piedmont Engineers & Architects dated April 17, 1972, the following metes and bounds, to-wit:

### TRACT 1:

BEGINNING at an iron pin on the southwest side of Donkle Drive 975.65 feet northwest of iron pin in the southwest corner of the intersection of S. C. Highway No. 21 (Rutherford Road) and running thence S. 35-42 W. 167.3 feet to an iron pin; thence N. 73-39 W. 318 feet to an iron pin; thence N. 35-42 E. 212.6 feet to an iron pin; thence S. 54-18 E. 250 feet to an iron pin; thence N. 35-42 E. 58.15 feet to an iron pin on the southwest side of Donkle Drive; thence along said Donkle Drive S. 56-22 E. 50.1 feet to an iron pin at the point of beginning and containing 1.17 acres. Said property is bounded on all sides by other property of the grantor except that portion abutting Donkle Drive.

#### TRACT 11

BEGINNING at an iron pin on the southwesterly side of Donkle Drive at joint corner of property of the grantor and the northwesterly point of the grantees' property and running thence along the line of the grantees' property S. 35-42 W. 58.15 feet to an iron pin; thence N. 54-18 W. 250 feet to an iron pin on the south boundary of Semar Company (or formerly) property; thence N. 35-42 E. 42 feet more or less, to an iron pin on the southwesterly side of Donkle Drive; thence along said Donkle Drive S. 56-22 E. 250 feet, more or less, to the point of beginning and being a rectangular strip abutting the southwesterly side of Donkle Drive and the northeasterly line of the property of the grantees.

## TRACT 1:

This being the same property conveyed to the Mortgagor herein by deed of Joseph C. Hooper, Erelene C. Nicholls and Harry H. Payne, III d/b/a H.N.P. Properties, a partnership, recorded in the RMC Office for Greenville County, S. C., in Deed Book 1013, Page 736, recorded 126.16,197F.

#### TRACT 11:

This being the same property conveyed to the Mortgagor herein by deed of Joseph C. Hooper, Erelene C. Nicholls and Harry H. Payne, III d/b/a H.N.P. Properties, a partnership, recorded in the RMC Office for Greenville County, S. C., in Deed Book 1073, Page 736, recorded 16.16.1975.

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