

GREENVILLE S.C.

JUN 29 10 02 AM 1967

CLERK OF COURTS



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

J. W. Rawlings, doing business as Rawlings Oil Company, Sherwood, Inc., a South Carolina corporation, L. A. Moseley and/ John T. Douglas (hereinafter referred to as Mortgagor) SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Sixty-Three Thousand, Five Hundred and No/100-----(\$ 63,500.00) Dollars, as evidenced by Mortgagor's promissory note of even date herewith, said note to be repaid with interest at the rate

therein specified in installments of Six Hundred Forty-Four and 61/100-----(\$ 644.61) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 12 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for such proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying on the northwestern side of By-Pass South Carolina Highway 291 and having, according to a plat entitled "Commercial Area, Sherwood, Inc." dated April 1961, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the northwestern side of By-Pass South Carolina Highway 291 at the southern front corner of property being leased to Bonanza Steak House, which point lies 350 feet south of the northwestern side of By-Pass South Carolina Highway 291 at its intersection with the southern side of LeGrand Boulevard, and running thence along the line of property leased to Bonanza Steak House, N. 63-56 W. 394.2 feet to an iron pin on the southeastern side of McAlister Road; thence with McAlister Road, S. 28-03 W. 85.8 feet to a point at the corner of property now being leased by Tanner's; thence along Tanner's line, S. 63-56 E. 403.4 feet to a point on the northwestern side of By-Pass South Carolina Highway 291; thence with South Carolina Highway 291, N. 26-04 E. 85 feet to the beginning corner."

It is understood and agreed that there is a lease covering the subject property between Sherwood, Inc., L. A. Moseley and John T. Douglas as the Lessors and J. W. Rawlings, doing business as Rawlings Oil Company as the Lessee, which lease is subordinate to this mortgage. It is understood that J. W. Rawlings, doing business as Rawlings Oil Company, is personally liable for the indebtedness secured by this mortgage but the mortgagors, Sherwood, Inc., L. A. Moseley and John T. Douglas, have no personal liability thereunder. The mortgagors, Sherwood, Inc., L. A. Moseley and John T. Douglas, convey their fee interest in the subject property by way of this mortgage as security for said indebtedness, and in consideration for said conveyance, the mortgagee agrees to give 30 days' notice to Sherwood, Inc., L. A. Moseley and John T. Douglas prior to commencing any legal action should J. W. Rawlings become more than 30 days in default on any monthly payment.

SATISFIED AND CANCELLED OF RECORD

3rd DAY OF Oct 1966

Dannie S. Janczewsky

CLERK OF COURTS FOR GREENVILLE COUNTY, S.C.

AT 1032 O'CLOCK A.M. NO. 11287

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 66 PAGE 1039

See Return of, McAlister Rd. on land Bl. 1069 Pg. 804. should be City of Greenville

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