STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SPEENVILLE CO. S. C.

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BOOK 1081 PAGE 37

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GLLIE FACKSALASH R.M.C.

WHEREAS,

THE PEERLESS MART

(hereinafter referred to as Mortgagor) is well and truly indebted un to SOUTHERN BANK AND TRUST COMPANY,

(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

with interest thereon from date at the rate of 6.75%, to be paid \$132.74 monthly including principal and interest, commencing February 10, 1968.

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns:

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PARCEL NO. 1: ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in West Greenville, on the Northeast side of Pendleton Street, known and designated as Lot No. 16 according to plat of the Estate of W. H. Irvine, which plat is recorded in Plat Book A, Page 878, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northeast side of Pendleton Street, 240 feet from the intersection of Pendleton and Traction Streets, joint corner of Lots 15 and 16, running thence with the joint line of said lots, N. 13-15 E. 138.5 feet to an iron pin on Branwood Street; thence along Branwood Street, S. 74-20 E. 39.5 feet to iron pin, joint corner of lots Nos. 16 and 17; thence with the joint line of said lots, S. 13-15 W. 145.8 feet to an iron pin on Pendleton Street; thence along the Northeast side of Pendleton Street, N. 64 W. 40 feet to point of beginning.

EXCEPTING, HOWEVER, from the above-described premises, the portion thereof, to-wit: The Eastern one-half heretofore conveyed by Elise A. Claburn to W. Harold Johnson by deed recorded in Deed Book 285, Page 154.

Being the same property conveyed to The Peerless Mart by R. D. Steele and Ruth Steele, by Deed dated October 5, 1951, and recorded in the office of the R. M. C. for Greenville County in Deed Book 443, at Page 125.

<u>PARCEL NO. 2</u>: ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina in West Greenville, being known as Lot No. 15 on Plat of Perry Avenue, recorded in Plat Book A, Page 878, fronting 40 feet on the North side of Pendleton Street and running throughout from Pendleton Street to Brandwood Street on which latter street it has a frontage of 39 feet and 5 inches.

Being the same property conveyed to The Peerless Mart by Bertha M. Fortune, H. P. Griffin and H. E. Jones, by Deed dated January 2, 1946, recorded in the Office of the R. M. C. for Greenville County, in Deed Book 291, at Page 249.

Together with all and singular rights, members, herditaments, 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 thereform, and including all heating, plumbing, and lighting pertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 are the same and clear of all liens and encumbrances are provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.