

MORTGAGE OF REAL ESTATE—Mortgage of O. W. Moore & Brisse, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
JUN 2 1 35 PM '70
OLLIE FARNSWORTH
R. H. C.

MORTGAGE OF REAL ESTATE
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TO ALL WHOM THESE PRESENTS MAY CONCERN,

WHEREAS, WADE HAMPTON GARDEN CENTER, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto 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 Thirty Thousand and No/100-----

Five Hundred Eighty One Dollars (\$581.00), payable monthly, beginning one month from the date hereof and Five Hundred Eighty One Dollars (\$581.00) on the same day of each month thereafter, until the principal with interest to accrue thereon is fully paid; provided, however, unless sooner paid, the entire indebtedness shall be due and payable five years from the date hereof. Each said monthly installment, or any portion thereof, to be applied first to the payment of interest accrued to the date of receipt of said installment and the balance, if any, as a credit to principal.

with interest thereon from the date of each advance to the undersigned at the rate of 8% on 25% of the loan principal computed from the date of each advance at the rate of 5% (five and one-half) per cent per annum on 75% of the loan

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, on the northwestern side of U. S. Highway No. 29, in Butler Township, containing 1.38 acres and having the following metes and bounds, to wit:

Beginning at an iron pin on the northwestern side of U. S. Highway No. 29, at corner of lot conveyed to Lindsay and Syracuse; thence with the line of said lot N 47-53 W 605.3 feet to pin on Pine Knoll Drive; thence with the eastern side of Pine Knoll Drive N 18-24 E 100 feet to pin; thence S 48-34 E 647.2 feet to pin on right of way of U. S. Highway No. 29; thence with the northwestern side of said right of way S 43-08 W 100 feet to point of beginning.

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.