

1429 418

Southern Bank & Trust Company  
306 East North Street  
Greenville, South Carolina 29601

MAIL TO  
**MORTGAGE** GADDY & DAVENPORT  
P. O. BOX 10267  
GREENVILLE, S. C.

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN: McBirt's of Greer, a South Carolina Partnership

1421 West Poinsett St., Greer, S. C. , hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto SOUTHERN BANK & TRUST COMPANY, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of One Hundred Fifty-Eight Thousand and no/100 Dollars (\$158,000.00), with interest from date at the rate of ~~ten~~ <sup>deferred</sup> Ten per centum (10 %) per annum until paid, said principal and interest being payable at the office of Southern Bank & Trust Company, Greenville, S. C. , or at such other place as the holder of the note may designate in writing, in monthly installments of Two Thousand Eighty-Eight and 01/100 Dollars (\$2,088.01 ), commencing on the 20th day of May, 1978, and on the 20th day of each month thereafter until the principal and interest are fully paid. in accordance with the terms and provisions of the promissory note.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) 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, the following-described real estate situated in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land, together with improvements thereon, lying and being in the State of South Carolina, Greenville County, City of Greer, located on the southern side of the intersection of U. S. Highway No. 29 and S. C. Highway No. 101 (West Poinsett Street), being shown as .62 acres, more or less, on a plat of the property of James H. Taylor, Douglas O. Taylor and William T. Taylor, prepared by Wolfe & Huskey, Inc., Engineering and Surveying, dated September 22, 1976, recorded in the R.M.C. Office for Greenville County in Plat Book 5X, Page 10 and having, according to said plat, the following courses and distances, to-wit: BEGINNING at an iron pin on the southern side of S.C. Highway 101 (West Poinsett Street), on the line of the highway right of way and at the joint front corner of this property and property belonging to Douglas O. Taylor, James H. Taylor, and William T. Taylor and running thence with the common line of this property and property of Douglas O. Taylor, James H. Taylor and William T. Taylor, S. 28-02 E. 222 feet to an iron pin; thence S. 77-20 W. 132 feet to an iron pin at the joint corner of this property; property of the Douglas O. Taylor, James H. Taylor, and William T. Taylor, property of Paget Chevrolet, and property of Ross Used Cars, N. 28-38 W. 200 feet to an iron pin on the 100 foot highway right of way of U. S. Highway No. 29; thence with the said highway right of way N. 67-42 E. 130 feet to an iron pin, the point of beginning.

The above described property is subject to a right of way and easement reserved unto Douglas O. Taylor, James H. Taylor and William T. Taylor their heirs and assigns, into, over and across the 30 foot "proposed drive" as shown on the aforementioned plat recorded in the R.M.C. Office for Greenville County in Plat Book 5X, Page 10.

This is the identical property conveyed to the Mortgagor herein by deed from F. L. Pooser, Jr. and William T. Taylor dated April 10, 1978, to be recorded herewith in the R.M.C. Office for Greenville County.

2078 524

RECORDED  
INDEXED  
MAY 1978  
\$ 53.20

Together with all and singular the rights, members hereditaments, and appurtenances to the same belonging or 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 and equipment now or hereafter attached to or used in connection with the real estate herein described.

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