

1444 675

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

GREENVILLE CO. S.C.
4 17 1979
RICHIE S. TINKER, JR.
REC.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, DONALD J. SCHMAUCH

(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 ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00) due and payable in equal semi-annual instalments of Five Thousand (\$5,000.00) Dollars each commencing on the 10th day of April, 1979, and every six (6) months thereafter until paid in full,

with interest thereon from date at the rate of 9-1/2 per centum per annum, to be paid: semi-annually

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 containing 1.162 acres, according to plat of property, Donald J. Schmauch, prepared by Freeland & Associates on April 20, 1977, fronting on Augusta Road (Hwy 25) and Old Augusta Road and beginning at a point on Augusta Road 100 feet S. of an iron pin and running thence N. 56-45 E. 307.5 feet to an iron pin on Old Augusta Road the following courses and distances; S. 57-25 E. 36.2 feet; thence S. 56-15 E. 100 feet to an iron pin; thence S. 51-06 E. 13.8 feet; thence leaving Old Augusta Road, S. 56-56 W. 427.1 feet to an iron pin on Augusta Road; thence with said Road, N. 9-04 W. 150 feet to the beginning corner.

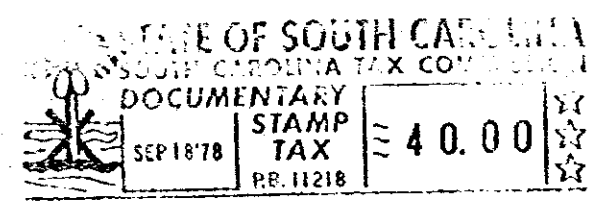
This being the same property conveyed unto Donald J. Schmauch by deed from Leroy Cannon, Aileen Cannon and C. E. Runion, dated May 16, 1977 and recorded May 17, 1977 in the RMC Office for Greenville County, S. C. in Deed Volume 1056 at page 718.

ALSO: ALL that piece, parcel or lot of land near the intersection of U.S. Highway 25 South, and Old Augusta Road, according to a survey by Charles K. Dunn and T. Craig Keith Associates, May 30, 1977, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin 175 feet from the intersection of U.S. 25 and Old Augusta Road, on Old Augusta Road, and running thence with said Old Augusta Road, S. 57-25 E. 100 feet to an iron pin on the right-of-way of Old Augusta Road; thence with the line of the Grantee's property S. 56-45 W. 307.5 feet to U. S. 25; thence with said U.S. 25, N. 09-04 W. 100 feet; thence with Direct Oil Corporation property, N. 56-45 E. 225.6 feet to the beginning corner. This tract according to above referred survey contains 0.558 acres.

This being the same property conveyed unto Donald J. Schmauch by deed from Leroy Cannon, Aileen G. Cannon, and C. E. Runion, dated June 15, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deed Volume 1082, at page 891, the recorded date being July 11, 1978, 1978.

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Together with all and singular rights, members, hereditaments, 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 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.

1444 675

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