

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONNIE S. FANKERSLU
R.M.C.
FILED
APR 12 1979
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Grantee's Address: Vol 1463 Page 16
P.O. Box 1000
Tryon, N.C. 28782

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Bobby Joe Stott and wife, Marvetta C. Stott,

(hereinafter referred to as Mortgagor) is well and truly indebted unto North Carolina National Bank,

(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 Seventeen Thousand Five Hundred and 00/100-----
Dollars (\$117,500.00) due and payable

as set forth in a note of even date

DOCUMENTARY
STAMP
TAX
APR 12 1979
47.00

with interest thereon from date at the rate as set forth in said note.

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 accounts 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, Glassy Mountain Township, defined and described as follows:

BEGINNING at an iron pin in the southwestern margin of U. S. Highway No. 176 and running thence South 26 degrees 45 minutes West 94 feet to an iron pin; thence South 67 degrees West 200 feet to an iron pin in the branch; thence with said branch South 9 degrees East 310 feet passing a wild cherry tree to a stake; thence South 13 degrees 45 minutes 146 feet to a stake; thence South 13 degrees West 65 feet to a spanish oak in the outside line of the Acker property; thence North 50 degrees 18 minutes West 353 feet to a stake; thence North 1 degree 30 minutes 473.7 feet to an iron pin; thence North 53 degrees East 100 feet to an iron pin; thence North 20 degrees 30 minutes East 41.5 feet to an iron pin; thence North 50 degrees East 275.5 feet to a stake in the southwestern margin of U. S. Highway No. 176; thence with the margin of said highway South 44 degrees 15 minutes East 290 feet to the BEGINNING, containing 5.9 acres, more or less, and being the identical land conveyed by Ida Acker to Alex McLeod by deed dated October 15, 1951, recorded in Book 453, Page 254, R.M.C. Office for Greenville County.

ALSO ANOTHER TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING on an old iron pin, formerly Acker old corner, and running thence South 85 degrees East 67½ feet; thence South 4 degrees 30 minutes West 4 feet; thence South 75 degrees West 58 feet, thence South 87 degrees West 20 feet; thence South 64 degrees West 233½ feet; thence North 10 degrees West 20.8 feet; thence North 64 degrees East 247½ feet; thence North 10 degrees West 20.8 feet; thence North 64 degrees 247½ feet to the BEGINNING, containing 15/100 of an acre, more or less, and being the same lands conveyed by Matilda Ford to Alex McLeod by deed dated April 20, 1959, recorded in Book 722, Page 546, R.M.C. Office for Greenville County.

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The above described property is subject to an outstanding mortgage executed by the Mortgagors to North Carolina National Bank, Tryon, North Carolina, dated February 8, 1973, recorded in Book 1266, Page 353, R.M.C. Office for Greenville County securing an indebtedness in the amount of \$150,000.00. Said property is also subject to a lease dated January 1, 1974, from the Mortgagor to Stott Chevrolet, Inc., recorded in Book 997, Page 441, R.M.C. Office for Greenville County, which lease is for a period of eight years, which lease has been assigned to North Carolina National Bank.

The above described property was acquired by the Mortgagors by deed recorded in Book 909, Page 541 and by deed recorded in Book 919, Page 569, R.M.C. Office for Greenville County, South Carolina.

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

2. S.C.C.I

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

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