Mortgagee's Address: Post Office Box 10084, Greengille, S. C. 29603 00. S. C.

20-1534 nor235

MORTGAGE OF REAL ESTATE-Prepared by RILEY AND BILLEY, Amorneys at Law, Greenville, S. C. 12 40 PK 181

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

DONNIE STANDERSTEGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

McLees, Inc. WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Hubert E. Yarborough, III, Substitute Trustee, under First Amendment to Trust Agreement dated April 4, 1979, as successor to Richard W. Riley, Trustee under Trust Agreement dated May 1, 1973 (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in-

corporated herein by reference, in the sum of Thirty-Seven Thousand, Eight Hundred Seventy-Five and .\_\_\_\_\_ Dollars (\$ 37,875.00---) due and payable

\$12,625.00 on July 15, 1982; \$12,625.00 on July 15, 1983; and \$12,625.00 on July 15, 1984

date with interest thereon from

at the rate of fifteen per centum per annum, to be paid: 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 Mortgagor 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 Mortgagor 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:

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ALL that piece, parcel or lot of land lying, being and situate in the County of Greenville, State of South Carolina, being shown and designated as 2.525 acres, more or less, on a plat prepared by J. L. Montgomery, III, RLS, dated March 26, 1980, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the edge of Balcome Blvd. and running thence N. 43-10 E. 409.2 feet to an iron pin; thence N. 36-13 W. 356.12 feet to an iron pin in the edge of Balcome Blvd.; thence along the edge of Balcome Blvd. S. 40-32 W. 95.21 feet to an iron pin; thence continuing along the edge of said Blvd. S. 32-20 W. 97.9 feet to an iron pin; thence continuing along the edge of said Blvd. S. 17-57 W. 88 feet to an iron pin; thence continuing along the edge of said Blvd. S. 5-09 E. 96.2 feet to an iron pin; thence S. 14-06 E. 259 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of the Mortgagee herein to be recorded of even date herewith.

This mortgage can be prepaid without penalty.

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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 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 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.

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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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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