

MORTGAGE OF REAL ESTATE

BOOK 1543 PAGE 588

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

REC'D
R.M.C. BRISSEY
27 PM '01

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GARY E. HOUSER, RICHARD J. KRIVOHAVEK AND C. DEAN ELLISON

(hereinafter referred to as Mortgagor) is well and truly indebted unto NORTHWESTERN BANK, 1 Pack Square, P. O. Box 2810, Asheville, North Carolina 28802

(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 TWO HUNDRED THOUSAND AND NO/100

Dollars (\$200,000.00) due and payable

AS STATED IN NOTE.

with interest thereon from at the rate of per centum per annum, to be paid:

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, the Mortgagee's heirs, 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, at the Southeasterly corner of the intersection of U. S. Highway No. 29 (Wade Hampton Boulevard) and Watson Road near the City of Greenville, as shown on plat entitled "Property of Greenville, South Carolina, Robert Hall Clothes Corp.", prepared by Alvin Freeman, RLS, dated September 11, 1969, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-C at Page 69, and having according to said plat, the following metes and bounds:

BEGINNING at an old iron pin on the Southerly boundary of the right of way of U. S. Highway No. 29 (Wade Hampton Boulevard) at the joint front corner of the premises herein described and property of Edda International Corporation and running thence with the line of said property S. 44-36 E. 249.8 feet to an old iron pin in the line of property now or formerly of Leslie & Shaw, Inc.; thence with the line of said Leslie & Shaw, Inc., property, S. 45-28 W. 354.9 feet to an old iron pin on the Easterly boundary of the right of way of Watson Road; thence with the Easterly boundary of the right of way of Watson Road, N. 09-33 W. 304.7 feet to an old iron pin at the Southeasterly corner of the intersection of the rights of way of Watson Road and U. S. Highway No. 29 (Wade Hampton Boulevard); thence with the Southerly boundary of the right of way of U. S. Highway No. 29 (Wade Hampton Boulevard) N. 45-22 E. 179.9 feet to the point of beginning.

This being the same property conveyed to the Mortgagors by deed of First Lulworth Associates, a New York General Partnership

MORTGAGEE'S MAILING ADDRESS: 1 Pack Square, PO Box 2810 Asheville, N. C. 28802

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
\$ 80.00

400 8 19631801

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.

The Mortgagor covenants that is 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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