

GR: FILED
CO. S. C.
3 29 PM '82
JONH... HERSLEY
M.H.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, by Greenville Motor Exchange, a South Carolina partnership (owned by Ron Hughey and Charles E. Willis)

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sam Witcher

(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

Twenty-Eight Thousand One Hundred Thirty-Five & 03 Dollars (\$ 28,135.03) due and payable

with interest thereon from date at the rate of 11 per centum per annum, to be paid: according to the terms of the mortgage note of even date.

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, State of South Carolina on the eastern side of the new Greenville-Asheville Highway now Poinsett Highway U.S. 25 about 2 1/2 miles from Greenville County Court House and described as follows:

BEGINNING at a point in the east side of said Greenville-Asheville Highway, at the southeast corner of Lot now or formerly owned by R.J. Collins and running thence in an easterly direction with the lines of said lot 261 feet, more less, to an iron pin on the western side of Cherrydale Drive thence S. 4-30 E. 82 1/2 feet to an iron pin at corner of lot now formerly owned by Elizabeth W. Miller; thence with line of said lot in a westerly direction 263 feet to an iron pin on Greenville-Asheville Highway; thence with the eastern side of said Highway 87 1/2 feet, more or less to the beginning corner.

This being the same property conveyed to the mortgagor by deed of William L. Picklesimer and George Grant, recorded in Deed Book 1165 at Page 296, recorded herewith, April 23, 1982.

*R.H.H.
C.E.W.*

In the event the subject property is sold or conveyed by mortgagor by deed, contract, bond for title, or lease with option to purchase, mortgagee may call the entire amount due on this mortgage as of date of sale or conveyance as stated above.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
STAMP
TAX
1982-2
\$ 11.20

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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.

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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