

STATE OF SOUTH CAROLINA } FILED
COUNTY OF GREENVILLE } S. C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

AUG 14 50 PM '82

WHEREAS, DONALD W. WENNERSLEY
Main Street Properties, A General Partnership

Charles A. Rice, Jr. or Sarah O. Rice as Trustee
(hereinafter referred to as Mortgagor) is well and truly indebted unto for Charles A. Rice, Jr. (6/36), Jessie Mae Nuckolls (6/36), W. Gibson Harris and Jane Harris Hardy as Trustee (12/36), Wayne Clark Bishop (1/36), Jo Anne Tyndall (1/36), Peoples Bank and Trust Company as Executor of the Estate of H. *
(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

Seventy Thousand and No/100----- Dollars (\$ 70,000.00) due and payable
Ten Thousand (\$10,000.00) Dollars per year for five (5) years beginning one year from date,
and continuing annually, with \$7,000.00 of each payment to be applied to interest, and \$3,000.00
of each payment to be applied to principal, which makes the interest rate in the first year
10%, in the second year, 10.448%, in the third year, 10.938%, in the fourth year, 11.475%,
and in the fifth year, 12.069%, with the remaining balance due and payable at the end of the
fifth year.

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, City of Greenville, and being more particularly described as follows:

BEGINNING at a point on North Main Street, 98.6 feet north of Coffee Street, and running in a northerly direction on North Main Street 54.0 feet to north side line and along north side line 226.5 feet in an easterly direction to a point on Brown Street; thence along Brown Street 54.0 feet in a southerly direction to the south side line and along south side line, 226.6 feet to a point of beginning on North Main Street, as shown on plat of Property of the late W. C. Gibson, dated August 22, 1945, by Pickell & Pickell, Engineers.

This is the same property conveyed to the Mortgagor herein by deeds of the Mortgagees to be recorded herewith.

Mortgagees herein agree that they will subordinate this mortgage to any mortgage procured by the Mortgagors for the sole purpose of improvement of the property herein described.

The property to be subordinated is located at 110 N. Main Street having a frontage of 18 feet on N. Main Street and running back a distance of 100 feet, containing 1800 square feet. The subordination documents will require that Mortgagor utilize all of the proceeds of such mortgage for the improvement of the property, and will give the Mortgagees named herein appropriate notice and right to cure. The maximum principal balance of such mortgage shall be \$40,000.00.

RECORDED
AUG 14 1982
12:00

*Wayne Whitley, Sr. (2/36), H. Wayne Whitley, Jr. (2/36), and Sara E. Jarrell (6/36)

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 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.

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