

MORTGAGEE'S ADDRESS:  
The Bank of Greer  
P. O. Box 708  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

1027-634  
MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J.D.A. Associates, a General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Bank of Greer

(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

SIXTY THOUSAND AND NO/100-----Dollars (\$60,000.00)

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of 12½ per centum per annum, to be paid:  
monthly payments of \$739.52 beginning October 25, 1983 for one-hundred  
eighty (180) months.

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, Chick Springs Township, near the City of Greer, on the northeast side of the Buncombe Road and on the north side of the P & N Railroad, and being shown and designated on a survey entitled "Property of Mac's Fuel Oil Service, Inc.", dated April 23, 1973, by H. S. Brockman, Surveyor, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeast side of Buncombe Road, joint front corner with other properties of Mac's Fuel Oil Service, Inc., and running thence N. 57-00 E. 400 feet to an iron pin, corner of H. P. McManus property; thence S. 33-00 E. 324 feet to an iron pin; thence along and with P & N Railroad right of way the following courses and distances: N. 87-05 W. 100 feet, S 88-55 W. 100 feet, S. 84-55 W. 100 feet, S. 80-55 W. 100 feet, S. 77-35 W. 58 feet to an iron pin on the northeast side of Buncombe Road; thence along and with Buncombe Road, N. 33-00 W. 100 feet to the point of beginning.

DERIVATION: This being the same property conveyed to the Mortgagor herein by Deed of John A. Messer, Jr. and Winifred N. Messer recorded in Deed Book 1169 at Page 351 and recorded on June 29, 1982, and also Deed from John A. Messer, III, Douglas G. Messer and Alan M. Messer recorded in Deed Book 1169 Page 350 and recorded on June 29, 1982.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
STAMP \$ 24.00

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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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