

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

FILED
GREENVILLE CO. S.C.

BOOK 1632 PAGE 660

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONALD S. WILKINSLEY
R.M.C.

WHEREAS, SEVEN COME ELEVEN, a South Carolina Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto DWAYNE E. KING, his heirs and assigns,

(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 principal sum of Two Hundred Ten Thousand and no/100

Dollars (\$ 210,000.00) due and payable in forty (40) equal quarterly installments of Eight Thousand Three Hundred Sixty Five and 61/100 (\$8,365.61) Dollars each, beginning January , 1984, and continuing on the same day of each third month thereafter until paid in full. Said payments include interest at the rate of ten percent (10%) per annum on the unpaid principal balance.

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, located at the southeast corner of the intersection of Ashmore Bridge Road and West Butler Avenue, in the City of Mauldin, and being shown on a plat entitled "Topographic Survey for Seven Come Eleven, A South Carolina Partnership", said plat being drawn by Freeland & Associates, October 14 1983, being recorded in the RMC Office for Greenville County, S.C., in Plat Book 10C at page 29, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the edge of the sidewalk which runs along West Butler Avenue, and running thence with the edge of said sidewalk, N.70-41E., 172.94 feet to an iron pin; thence continuing with the edge of said sidewalk, N.68-15E., 198.06 feet to an iron pin at the joint corner of the property herein and property now or formerly of Hartley Leonard; thence turning and running with line of property now or formerly of Hartley Leonard, S.18-21E., 199.12 feet to an iron pin; thence turning and running, still with line of property now or formerly of Hartley Leonard, N.67-59E., 149.87 feet to an iron pin; thence turning and running S.20-00E., 158.90 feet to an iron pin; thence turning and running S.55-12W., 532.40 feet to an iron pin near Ashmore Bridge Road; thence turning and running N.24-24W., 201.00 feet to an iron pin; thence N.22-31W., 143.01 feet to an iron pin; thence N.17-26W., 126.57 feet to an iron pin; thence turning and running N.26-28E., 21.79 feet to an iron pin, the point of beginning. *

This being the same property conveyed to the mortgagor herein by deed of the mortgagee herein, said deed being recorded in the RMC Office for Greenville County, S.C., herewith, in Deed Book 1199 at Page 289.

This mortgage may be prepaid at any time without penalty.

*Less, however, that one (1) acre trace which is not included in this mortgage which is described as follows:

BEGINNING at an iron pin on the right of way of Ashmore Bridge Road and running thence N. 22-31 W. 65.9 feet to an iron pin; thence continuing with said right of way, N. 17-26 W. 126.57 feet to an iron pin; thence N. 26-28 E. 21-79 feet to an iron pin; thence turning and running with the right of way of West Butler Avenue, N. 70-41 E. 193.94 feet to an iron pin; thence turning and running S. 19-04 E. 207.30 feet to an iron pin; thence turning and running S. 70-23 W. 209.10 feet to an iron pin, the point of beginning.

M/ce's Address
Box 381-
Maulden SC 29662

RECORDED
INDEXED
STATE OF SOUTH CAROLINA
GREENVILLE COUNTY
RECORDS & CLERK'S OFFICE
MAY 13 1984

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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