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DONNIE S. TANKERSLEY
R.H.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, H. B. Owsley & Son, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Travis J. Cash, Jr. and John E. Mickler

(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) due and payable in annual installments of \$12,000.00, each, commencing on or before the 14th day of June, 1975, and annually on or before the 14th day of June thereafter until paid in full, final payment to be due on or before the 14th day of June, 1979, with interest

~~XXXXXXX~~ thereon from date at the rate of 8% per centum per annum, to be paid: annually

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 those certain pieces, parcels or tracts of land, situate, lying and being in the State of South Carolina, County of Greenville, on the west side of Old Highway 14, being known and designated as part of the property of A. P. Burnett, being more particularly described as Tracts 2, containing 3.35 acres, more or less, and Tract 3, containing 3.41 acres, more or less, on plat entitled "Survey for A. P. Burnett" dated February 22, 1968 prepared by Piedmont Engineers and Architects and having, according to said plat and an additional plat entitled "Survey for Central Motor Lines, Incorporated, dated May 14, 1968 prepared by Piedmont Engineers and Architects, the following metes and bounds, to wit:

Beginning at an iron pin in the right-of-way for South Carolina Highway No. 14 at the joint front corner of Tract 3 and property now or formerly of W. C. and Annie M. Taylor; thence leaving South Carolina Highway No. 14 and running with the line of Property of W. C. and Annie Taylor N. 54-45 W. 646.60 feet to a point in the right-of-way of Phillips Road; thence with Phillips Road N. 35-30 E. 110.0 feet to a point in Phillips Road; thence leaving Phillips Road and with the line of Property of J. W. Phillips N. 44-30 W. 550.90 feet to a concrete monument; thence continuing N. 44-30 W. 76.10 feet to a concrete monument; thence N. 0-43 W. 234.53 feet crossing South Carolina Highway No. 14 to a point on the northern side of the right-of-way of South Carolina Highway No. 14; thence with the northern side of the right-of-way of South Carolina Highway No. 14 as shown on said Survey for Central Motor Lines, Incorporated S. 70-55 E. 222.0 feet; S. 69-28 E. 100.0 feet; S. 64-48 E. 100.0 feet; S. 60-06 E. 100.0 feet; S. 54-06 E. 100.0 feet and S. 48-51 E. 100.0 feet to a point in the center of the right-of-way for Phillips Road at the northern intersection of Phillips Road and South Carolina Highway No. 14; thence continuing along the northernmost boundary of South Carolina Highway No. 14 to a point in the center of South Carolina Highway No. 14 and Old Highway No. 14; thence with the center of Highway 14 S. 4-32 W. 350 feet, more or less, to the beginning corner.

The above-described property contains the following: Tract 2, 3.35 acres; Tract 3, 3.41 acres, exclusive of roads.

THIS IS A PURCHASE MONEY MORTGAGE.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

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