Rt. 1, Club Drive, Greenville, SC 29611 MORTGAGE OF REAL ESTATE

600x1542 PAGE337

COUNTY OF GREENVILLE HERO CO. S. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAY 28 11 43 AM '81

WHEREAS, DONEY OLD RESPECT

(hereinafter referred to as Mortgagor) is well and truly indebted unto Cedar Lane Auto Parts, Inc.

(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 Forty-Eight Thousand Nine Hundred One and 76/100thspollars (\$ 48,901.76) due and payable

with interest thereon from even date at the rate of four teen per centum per annum, to be paid: as set forth in said note.

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, hing and being in the State of South Carolina, County of Greenville, and being shown as Lot 23 on Plat of Section Four, Richmond Hills, recorded in the RMC Office for Greenville County in Plat Book JJJ, Page 81, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Luray Drive at the joint front corner of Lots 22 and 23 and runs thence with the common line of said lots N 60-32 W 235.4 feet to an iron pin; thence S 31-11 W 85 feet to an iron pin; thence S 57-32 E 212.2 feet to an iron pin on the northwesterly side of Luray Drive; thence with said Drive N 44-27 E 100 feet to the point of beginning.

THIS mortgage is junior and third in lien to those certain notes and mortgages given to Fidelity Federal Savings & Loan Association as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1192, Page 44 on May 24, 1971 and to South Carolina National Bank as recorded in Mortgage Book 1541, Page 129 on May 13, 1981.

DERIVATION: This being the same property conveyed unto the Mortgagor herein by deed of J. Frank Williams dated May 24, 1971, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 916, Page 95, on May 24, 1971.

COCUMENTARY TO BO ST

31 524

GCTO

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 used 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 heireinabove described it ree 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.

GREENVILLE OFFICE SUPPLY COLING

4328 RV-2