GEMORTGAGE OF REAL ESTATE

2008 1560 FASE 307

STATE OF SOUTH CAROLINA C 12 46 PH 181 COUNTY OF GREENVILLE TARKERSL**EY** 

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Baker Roofing Company, Inc. WHEREAS,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

L & P Enterprises Pension

Plan and Trust Fund, 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

Twenty thousand and no/100ths ----- Dollars (\$ 20,000.00 ) due and payable

in six months

with interest thereon from date

at the rate of 15%

per centum per annum, to be paid:

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 GREENVILLE State of South Carolina, County of

ALL that lot of land in the State of South Carolina, County of Greenville, near the Town of Travelers Rest, containing one (1) acre, more or less, according to a "Survey for Al's Frame Shop, Inc.", prepared by W. R. Williams, Jr., Surveyor, dated July 13, 1979, to be recorded herewith and reference is hereby made to such plat for a more specific description of the property.

This is the identical property conveyed to the Mortgagor herein by deed from L. H. Tankersley of even date to be recorded herewith in the RMC Office for Greenville County.

and

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being located on the Eastern side of U.S. Highway #276 near the Town of Travelers Rest, a tract of one (1) acre being a portion of that property shown on plat of Ralph M. Horne and Sam T. Staggs, and having metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of U.S. Highway #276 and running thence S. 83-45 E. 25.5 feet to an iron pin in the center of the abandoned G & N Railroad right of way; thence continuing S. 83-45 E. 304.7 feet to an old iron pin at the rear corner of property herein and property now or formerly of Burns; thence turning and running S. 19-20 E. 100 feet to a point; thence turning and running S. 79-13-13 W. 291.3 feet to a point on U.S. Highway #276; thence running along U.S. Highway #276 N. 22-08 W. 200 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed from L & P Enterprises Pension Plan and Trust Fund, Inc. of even date to be recorded herewith in the RMC Office for Greenville County.

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 heireinabove described ir 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 whomspever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO, INC.

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AND THE PARTY.

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