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OLLIE FARNSWORTH
R. H. C.

BOOK 1176 PAGE 64

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

McPHERSON REALTY, INC., and CENTER, INC.,
(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of Twenty-seven Thousand Five Hundred & no/100- - - - -DOLLARS (\$27,500.00), with interest thereon at the rate of 7 - 1/2% per cent per annum as evidenced by the Mortgagor's note of even date herewith payable as therein stated, or as hereafter modified by mutual agreement, in writing, the final maturity of which is fourteen (14) years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on, other or no security:

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, on the westerly side of Augusta Road in the City of Greenville, County of Greenville, State of South Carolina, being more particularly described as follows:

BEGINNING at a point on the westerly side of Augusta Road in line of other property of McPherson (now leased to Texaco) and running thence S. 62-58 W. 146.5 feet to a point; thence turning and running S. 26-02 E. 54.0 feet to a point in line of property of Center, Inc.; thence turning and running N. 62-58 E. 137.0 feet to a point on the westerly side of Augusta Road; thence turning and running along the westerly side of Augusta Road, N. 17-07 W. approximately 13 feet to a point in line of property of McPherson; thence continuing said course 42.0 feet to the point of beginning.

The southerly edge of the above-described property having a width of approximately 13 feet, is owned by Center, Inc., under a 99-year lease with A. T. Sullivan, dated January, 1959. The remainder of the above-described property is owned in fee simple by McPherson Realty, Inc.

The building situate on the above-described tract is owned jointly by Center, Inc., and McPherson Realty, Inc., and McPherson Realty, Inc., joins in the execution of this mortgage for the purpose of accommodating Center, Inc., and for the purpose of giving a first mortgage security to the mortgagee but without personal liability for the mortgage indebtedness of Center, Inc.

The mortgagors do assign to the mortgagee as additional collateral that certain Lease Agreement, dated October 29, 1969, between the mortgagors and Southern Bank & Trust Company for a period of 15 years, commencing January 10, 1970.

As security for the execution of this mortgage by McPherson Realty, Inc., Center, Inc., does hereby assign, set over and transfer to McPherson Realty, Inc., (subject to the within mortgage to mortgagee) all of its ownership and interest in the aforesaid real estate and building and all of its interest in the aforesaid lease agreement and all options contained (continued below)

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

therein. In the event of default by Center, Inc., under this mortgage to mortgagee, McPherson Realty, Inc., shall have said property, improvements and the lease agreement as security for any and all payments which it might make to mortgagee.