

Mortgagee's mailing address: Maple Street  
Tryon, N.C. 28782

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1423 PAGE 280

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM M. PLUMLEY of the County of Spartanburg and State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto DEAN BUTLER, REALTY, 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

\*\*\*\*\* FOUR THOUSAND FOUR HUNDRED FIFTY & NO/100 \*\*\*\*\* Dollars (\$ 4,450.00 ) due and payable

ONE THOUSAND ONE HUNDRED TWELVE & 50/100 DOLLARS (\$1,112.50) on or before six months after date; ONE THOUSAND ONE HUNDRED TWELVE & 50/100 DOLLARS (\$1,112.50) on or before one year after date; ONE THOUSAND ONE HUNDRED TWELVE & 50/100 DOLLARS (\$1,112.50) on or before 18 months after date; \$1,112.50 on or before two years after date;

with interest thereon from date at the rate of nine 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 State of South Carolina, County of Greenville, Glassy Mtn. Township, and bounded and described by metes and bounds as follows, viz:

BEGINNING on an iron pin in the Southern margin of Highway #176 (37 1/2 feet from the center-line of said highway) at the Northeastern corner of the property conveyed by C.L. Lockhart to A.R. Walden by deed recorded in Book 496, Page 341, Greenville County Registry; and running thence with the said Southern margin of said Highway #176, South 66 degrees 09 minutes East 268 3/10 feet to an old iron pin on the Greenville County-Spartanburg County line (37 1/2 feet from the center-line of said Highway #176); thence South 2 degrees 14 minutes West 214 feet to an old iron pin; thence North 69 degrees 20 minutes West 150 feet to an old iron pin, the Southeastern corner of the certain lot conveyed by C.L. Lockhart to Lillian P. Lockhart by deed dated April 28, 1954, recorded in Book 500, Page 273, Greenville County Registry (which lot is designated as Lot #3 on the J.Q. Bruce plat dated April 17, 1954, hereinafter mentioned); thence with the line of said Lot #3, North 9 degrees 13 minutes East 100 feet to a stake; thence still with the line of said Lot #3, North 65 degrees 27 minutes West 142 1/2 feet to a stake; thence still with the line of said Lot #3, South 12 degrees 12 minutes West 88 feet to an old iron pin, the Southwestern corner of said Lot #3; thence North 60 degrees 59 minutes West 37 9/10 feet to a stake; thence North 20 degrees 53 minutes East 58 4/10 feet to a stake, the Southeastern corner of the above mentioned lot sold by C.L. Lockhart to A.R. Walden; thence with the line of said Walden lot, North 21 degrees 14 minutes East 132 1/2 feet to the BEGINNING.

The above described property is designated as Lot #4 upon the above mentioned plat made by J.Q. Bruce, dated April 17, 1954, is located about one (1) mile Southeast of Tryon, North Carolina and has thereon a certain store building.

The above described property is the identical property conveyed to William M. Plumley by Reuben B. Lockhart by deed dated February 14, 1978, recorded on February 14, 1978 in Book 1073, Page 627 in the RMC office for Greenville County, South Carolina.

It is expressly understood that this Mortgage of Real Estate is junior and subordinate to that certain Mortgage of Real Estate executed by William M. Plumley to North Carolina National Bank dated February 14, 1978, securing the principal sum of \$35,000, recorded in Book 1423, Page 259 in the RMC Office for Greenville County, South Carolina.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or pertaining, 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.

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