

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

**MORTGAGE OF REAL ESTATE
(CORPORATION)
TO ALL WHOM THESE PRESENTS MAY CONCERN:**

WHEREAS, The Poe Corporation -----, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company -----

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Two Hundred Fifty Thousand and No/100 ----- Dollars

(\$250,000.00) due and payable as provided for under the terms and conditions of said note, which as computed by the Mortgagee is as follows: in sixteen (16) quarterly principal payments of \$15,625.00 each beginning July 1, 1978, plus interest on the unpaid balance at the rate of 18 per annum above the prime lending rate of Southern Bank & Trust Company, adjusted daily.

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 situate, lying and being on the northern side of Perry Avenue near the City of Greenville, in the County of Greenville, State of South Carolina and shown and designated as a tract containing 5.67 acres on a plat prepared by Freeland and Associates entitled "Property of The Poe Corporation" and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an existing rail on the northern side of Perry Avenue and on the southeastern side of the right of way of Southern Rail Road and running thence N. 62-24 E., 1135.0 feet to a new iron pin; running thence S. 28-21 E., 25.0 feet to a new iron pin on the western side of an abandoned street; running thence along the western side of said abandoned street, S. 53-31 W., 118.0 feet to a new iron pin; thence S. 24-41 W., 266.7 feet to a new iron pin; thence S. 24-27 W., 64.0 feet to a new iron pin; thence S. 25-40 W., 345.0 feet to a new iron pin on the northern side of Perry Avenue; running thence along the northern side of Perry Avenue N. 74-22 W., 660.1 feet to an existing rail, the point and place of beginning.

LESS HOWEVER: That certain portion of the within described property on the northeastern extremity forming a part of the property conveyed to the Greenville School District by deeds recorded in the R.M.C. Office for Greenville County in Deed Book 753 at Page 153 and Book 505 at Page 389.

This is the same property conveyed to The Poe Corporation (formerly Poe Hardware and Supply Co.) by the following deeds: P. S. Nelson recorded April 10, 1946 in Deed Book 205 at Page 413; Charles M. Denton recorded April 12, 1946 in Deed Book 293 at Page 34; W. Harris Irvine, et al recorded August 6, 1946 in Deed Book 242 at Page 420; Thomas L. Brown, Sr., et al recorded December 16, 1960 in Deed Book 664 at Page 521; E. Inman, Master recorded December 16, 1960 in Deed Book 664 at Page 505 and Lowery Brown recorded April 4, 1946 in Deed Book 289 at Pages 483 and 484.

Subsequent to acquiring title to the property described herein the name of Poe Hardware and Supply Co. was changed by proper corporate action. See Deed Book 1074 at Page 638 for Charter of Amendment.

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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.

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