

MARCHBANKS, CHAPMAN, BROWN & HARTER, P. A., 111 TOY STREET, GREENVILLE, S. C. 29603

MORTGAGE OF REAL ESTATE
S.C.

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STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS C. B. Poole, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Citizens & Southern National Bank of South Carolina

(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 **Six Hundred Eighty-Two Thousand Five Hundred and No/100ths**

----- Dollars (\$ 682,500.00) due and payable according to the terms of a Promissory Note of even date herewith.

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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 Mortgagee and 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

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All that piece, parcel or tract of land situate, lying and being on the Eastern side of Haywood Road, near the City of Greenville, County of Greenville, State of South Carolina, and having, according to a plat prepared by Freeland & Associates, dated June 27, 1979, entitled "Property of C. B. Poole, Inc.", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-H at Page 93, the following metes and bounds:

BEGINNING at an iron pin on the Eastern edge of the right of way for Haywood Road, which iron pin is located 725 feet, more or less, in a Northeasterly direction from Transit Drive at the joint corner of the premises herein described and property now or formerly of Jennings Cook, and running thence with the edge of the right of way for Haywood Road N. 14-29 E. 224.5 feet to an iron pin; thence continuing with the edge of the right of way for Haywood Road N. 15-15 E. 175.5 feet to an iron pin; thence S. 74-45 E. 269.5 feet to an iron pin; thence continuing S. 74-45 E. 25 feet, more or less, to a point in the center of a branch; thence with said branch as the line in a Southwesterly direction and then in a Southeasterly direction to a point (having a traverse line as follows: beginning at the last iron pin referred to above and running thence S. 19-14 W. 117.40 feet to an iron pin, thence S. 17-55 E. 329.50 feet to an iron pin); thence with the line of the property now or formerly of Jennings Cook N. 75-41 W. 8 feet, more or less, to an iron pin; thence continuing with the line of the said Jennings Cook property N. 75-41 W. 438.6 feet to the point of beginning.

This is the identical property conveyed to the mortgagor herein by deed of Patricia P. Wray dated August 23, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 1109 at Page 989.

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 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 same or any part thereof.

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