

FILED
GREENVILLE CO. S. C.
STATE OF SOUTH CAROLINA
COUNTY OF Greenville 11:31 45 PM '80
DONNIE S. FANNERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1493 PAGE 283

213 Chick Hampton Building
1 Chick Springs Road
Greenville, SC 29609

WHEREAS, SANS SOUCI DAY CARE CENTER, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto CENTURY ASSOCIATES, 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 FIVE THOUSAND FOUR HUNDRED AND 00/100-----

Dollars \$ 5,400.00 ; due 3rd payable

at the rate of \$900.00 per month beginning February 1, 1980 and continuing on the first day of each and every consecutive month thereafter for a period of six (6) months or mortgagor has the option to pay the entire sum of \$5,400.00 on June 1, 1980. Said sum to bear no interest until after maturity,

with interest thereon from ~~date~~ maturity at the rate of Ten(10) per centum per annum, to be paid: monthly

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, on the south side of Franklin Road, designated as all of Lot 19 and the western one-half of Lot 18 as shown on plat of Sans Souci Development Company recorded in the R.M.C. Office for Greenville County in Plat Book "H" at Page 186, and having, according thereto, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Franklin Road in the center of the front line of Lot 18, said point being 275 feet West of the intersection of Franklin Road with an unnamed street, and running thence through the center of Lot 18 along a new line, S. 25-15 W. 160 feet to an iron pin; thence N. 64-45 W. 90 feet to an iron pin; thence along the line of Lot 20, N. 25-25 E. 160 feet to an iron pin on Franklin Road; thence along the southern side of Franklin Road, S. 64-45 E. 90 feet to the point of BEGINNING.

Being the same property conveyed to George A. Sloan and Nancy Sloan by deed from Clara B. Anderson recorded in the R.M.C. Office for Greenville County in Deed Book 792, Page 584 on February 28, 1966.

ALSO

ALL that piece, parcel, or lot of land in the County of Greenville, State of South Carolina, located on the northeastern side of Rodney Avenue and being known as Lot 34 Property of J. P. Rosamond for plat of property prepared by Dalton & Neves, dated April, 1931, and recorded in Plat Book H at Page 186, said property having the following metes and bounds, to-wit:

BEGINNING at an iron pin at joint front corner of Lots 34 and 35 on the northeastern side of Rodney Avenue which point is 305 feet northwest of the northeastern intersection of Rodney Avenue and an unnamed street, and running thence with the joint line between Lots 34 and 35 N. 25-15 E. 160 feet to their joint rear corner with Lots 18 and 19, thence with joint rear line between Lots 19 and 34, N. 64-45 W. 60 feet to the joint rear corner between Lots 19 and 20 and 33 and 34, thence with joint line between Lots 34 and 35 S. 25-15 W. 160 feet to their joint front corner on the northeastern side of Rodney Avenue, thence with the northeastern side of Rodney Avenue, S. 64-45 E. 60 feet to the BEGINNING.

Being the same property conveyed to George A. Sloan and Alma C. Sloan by deed from Herbert P. Rosamond dated September 3, 1968, and recorded in the R.M.C. Office for Greenville County in Deed Book 857 at Page 83, recorded on November 27, 1968.

Being the same property conveyed to the Mortgagor heretin by deed from George A. Sloan and Alma C. Sloan (also known as Nancy Sloan) to be recorded of even date herewith.

The within mortgage is second and junior in lien to that mortgage executed this date by Sans Souci Day Care Center, Inc. to George A. Sloan and Alma C. Sloan in the original amount of \$62,100.00 and recorded of even date herewith.

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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