

BOOK 1557 PAGE 994

MORTGAGE OF REAL ESTATE

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GREENVILLE, S.C.  
1981

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE, S.C.  
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RMC

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GREENOD BEVERAGE COMPANY, INC.

hereinafter referred to as Mortgagor) is well and truly indebted unto ACME DISTRIBUTING COMPANY OF GREENVILLE, S.C.

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 Two Hundred Thousand and No/100

Dollars (\$ 200,000.00) due and payable

in five (5) equal annual principal payments of \$40,000.00 each, together with interest on the unpaid principal amount computed at the rate of 15% per annum, the first such payment being due one (1) year from the date hereof,

with interest thereon from date at the rate of 15% per centum per annum, to be paid: annually as provided above.

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

ALL that piece or parcel of land, situate, lying and being in the City of Greenville, County of Greenville, in the State of South Carolina, more particularly described as follows, to-wit:

BEGINNING at the intersection of the Westerly boundary of Augusta Street and the Northern boundary of Field Street, said point being marked by an iron pin and running thence S. 75-44 W., along the Northern boundary of Field Street, 71.8 feet to an iron pin 30 feet Easterly, measuring at right angles from the centerline of Southern Railway Company's main track between Greenville and Belton, South Carolina; thence N. 04-09 W., 100 feet to an iron pin, 30 feet Easterly, measuring radially from the centerline of existing side track; thence N. 06-44 W., 75 feet to an iron pin, 30 feet Easterly, measuring from the centerline of the existing side track; thence N. 09-44 W., 231.9 feet to an iron pin, 30 feet Easterly, measuring perpendicularly from the centerline of said existing side track; thence N. 70-09 E., 58.7 feet, more or less, to an iron pin being a corner common to Southern Railway Company and R. C. Collins; thence S. 58-08 E., along the common property line of Southern Railway Company and R. C. Collins, 84.8 feet, more or less, to an iron pin marking a corner common to Southern Railway Company, R. C. Collins and Josephine D. Cureton; thence S. 59-13 E., along the common property line of Southern Railway Company and Josephine D. Cureton, 159 feet, more or less, to an iron pin in the Westerly boundary of Augusta Street; thence, along the Westerly boundary of Augusta Street, with the following courses: S. 31-07 W., 102 feet to an iron pin; thence S. 27-35 W., 165.35 feet to an iron pin; thence S. 12-56 W., 50 feet, more or less, to a place and point of BEGINNING. Said piece or parcel of land containing 1.422 acres, more or less, and being located substantially as shown and delineated in red on print or drawing No. 2-697, dated April 17, 1969.

This is the same property conveyed to the Mortgagor herein by deed of Acme Distributing Company of Greenville, Inc., recorded in the Greenville County RMC Office in Deed Book 1158 at Page 514 on NOVEMBER 18, 1981

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
800.00

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 the same or any part thereof.

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