

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

**Mortgage of Real Estate**

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Charles W. Mears and Virginia B. Mears

(hereinafter referred to as Mortgagor) is well and truly indebted unto E. M. Gilstrap (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 Seventeen Thousand Five Hundred and No/100 (\$17,500.00) Dollars, due and payable: as follows: \$221.55 on the 10th day of each and every month hereafter for 47 months, commencing on the 10th day of April, 1965, with payments to be applied first to interest and balance to principal, with the entire balance, if not sooner paid, due and payable on the 10th day of April, 1969,

with interest thereon from date at the rate of five 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 those certain pieces, parcels or lot of land being shown and designated as Lots Nos. 4 and 6 on plat of property of Azilee G. Boyd, recorded in the RMC Office for Greenville County, S. C., in Plat Book EE, page 109, being the same property conveyed to the mortgagors by deed of mortgagee of even date, to be recorded herewith.

ALSO THE FOLLOWING PERSONAL PROPERTY:

- |                                        |                                |
|----------------------------------------|--------------------------------|
| One 8' McCray Fish and Poultry Case    | 37' Flour Racks                |
| One 8' Dairy Case, Williams            | 48' Shelving                   |
| One 16' Williams Combination Produce   | 5' Candy Case                  |
| One 8 x 67-1/2 Williams Walk in Cooler | Two work tables                |
| One 10' Drug Display                   | One block and tags             |
| Twenty Carts                           | One Coca-Cola Machine-Electric |
| Two Check Outs                         | Two National Cash Registers    |
| 62' Gondolas                           | One Frigidaire Freezer         |
| One 6' Fruit Table                     |                                |

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging or 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 claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 15 PAGE 377

SATISFIED AND CANCELLED OF RECORD  
17 DAY OF April 1973  
Donnie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:07 O'CLOCK a.m. NO. 29448