

HORTON, DRAWDY, DILLARD, MARCHBANK, JAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
JUN 12 9 19 AM '70
OLLIE FARNSWORTH
R. K. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, GEORGE A. MULLINIX, JR. & J. PAUL MILLER

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (Greenville, S. C. Branch)

(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 Seventy-five Thousand and No/100----- Dollars (\$ 75,000.00) due and payable

on the principal in annual installments in the sum of \$15,000.00 each, commencing on June 11, 1971, and on the 11th day of June of each year thereafter, until paid in full,

with interest thereon from date at the rate of 8 1/2 per centum per annum, to be paid: quarterly.

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 piece, parcel or lot of land with buildings and improvements thereon, in Greenville County, South Carolina, near the City of Greenville, situate, lying and being on the Western side of Pinckney Street Extension, being shown on a Plat by R.E. Dalton, Engineer, recorded in the RMC Office for Greenville County, S.C., in Plat Book F, page 112, and having according to a more recent plat of the Property of Gulf Oil Corporation made by C.O. Riddle, RLS, dated March 7, 1968, the following metes and bounds, to wit: BEGINNING at an iron pin on the Western side of Pinckney Street at an old C.I.M. at the corner of property formerly owned by F.W. Poe Manufacturing Co. and running thence along the Western side of Pinckney Street S. 32-20 E., 207.5 feet to an iron pin; thence S. 57-11 W., 172.51 feet to an iron pin; thence N. 45-22 W., 124.8 feet to an iron pin; thence N. 46-52 W., and crossing a spur track of Southern Railway Company, 88.25 feet to an old C.I.M.; thence N. 57-10 E., 222.85 feet to the point of beginning, together with any and all rights of way, easements or other rights which may be owned by the mortgagors in and to any industrial side tracks which may run through and from the above described property over adjoining properties. The above described property is the same conveyed to the Mortgagors herein by deed of Mildred Hunt Bishop, individually and as Executrix of the Estate of Charles H. Bishop, Deceased, by deed dated June 11, 1970, to be recorded herewith.

ALSO, all that piece, parcel or lot of land together with buildings and improvements, situate, lying and being on the Northeastern side of Poinsett Highway (formerly known as New Buncombe Road) near the City of Greenville, in Greenville County South Carolina, being shown and designated as the front portion of property designated on a plat entitled "J. Paul Miller Property", made by J. Mac Richardson, RLS, dated November, 1951, recorded in RMC Office for Greenville County, S.C., in Plat Book AA, page 194, and having according to said plat the following metes and bounds to wit: BEGINNING at an iron pin on the Northeastern side of New Buncombe Road and running thence N. 44-15 E., 151.1 feet to a point at the corner of property sold by J. Paul Miller to E.H. Batson by deed recorded in Deed Book 584, page 363; thence along the line of last mentioned property as a new line, S. 33-06 E., 118.4 feet to the original property line; thence along line of property formerly owned by Pearl Burgess Miller, S. 56-02 W., 151.5 feet to an iron pin on Poinsett Highway; thence along the Northeastern side of Poinsett Highway, N. 31 W., 86.8 feet to an iron pin, the point of beginning, being the same property conveyed to J. Paul Miller by deed of Pearl Burgess Miller recorded in said RMC Office in Deed Book 446, page 423, excluding so much thereof as sold by J. Paul Miller to E.H. Batson by deed recorded in said RMC Office in Deed Book 584, page 363.

Together with all and singular rights, members, herditaments, 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.