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BOOK 1370 PAGE 46

DONNIE S. TANKERSLEY MORTGAGE OF REAL ESTATE  
R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Robert J. Bailey

(hereinafter referred to as Mortgagor) is well and truly indebted unto L. &amp; P. Enterprises Inc. Pension Plan and Trust

(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 FIFTEEN THOUSAND DOLLARS AND NO /100 ----- Dollars (\$ 15,000.00 ) due and payable on demand

with interest thereon from date at the rate of 9% per centum per annum, to be paid: yearly

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

All that piece, parcel or lot of land located in the County of Greenville, State of South Carolina and being shown on a plat entitled "Property of Robert J. Bailey", dated January 13, 1975, and being more particularly described as follows:

Beginning at a point on the eastern side of U. S. Highway 276 at the corner of other property of Robert J. Bailey and running thence S. 87 E. 50 feet to a point in the line of property now or formerly belonging to S. &amp; W. Enterprises; thence with the line of property now or formerly belonging to S. &amp; W. Enterprises, N. 12-49 W. 293.3 feet to a point; thence N. 87 W. 50 feet to a point, which point is located in line of property now or formerly belonging to Southern Bank and Trust Company, as Trustee and property of Robert J. Bailey; thence with line of property now or formerly of Robert J. Bailey, S. 12-49 E. 293.3 feet to an iron pin on the eastern side of the right of way of U. S. Highway No. 276, the point of beginning.

Second Tract

All that tract of land lying in Bates Township, Greenville County and State of South Carolina, on Geer Highway, North of Renfrew Bleachery and more fully described as follows:

Beginning at a point in the center line of G. &amp; N. Railway, just east of U. S. Highway # 276, thence S.-89, -03 E. 234 feet to a point thence turning S-17,44E, 350 ft. to an iron pin, thence turning in a westerly direction to a point in the center line of G &amp; N railway, thence turning and running along said center line of G &amp; N Railroad, N.-12 -32-W 100 feet to a point thence N-9-12-W 100 ft. to a point, thence N-4-26-W, 100 ft. to the point of beginning.

The above tract consist of 1.91 acres more or less and is bounded on the north by properties of Avery Ray on the east by properties of Arthur I Gray on the south by properties of Grantors, on the east by property now or formerly owned by Buchanan.

This is a portion of the same property conveyed to the Grantors herein by deed dated Jan. 17, 1964 and recorded in the R. M. C. Office for Greenville County in Deed Book 747, page 322 .

Third Tract ( THIS TRACT IS JR MORTGAGE TO ONE ALREADY RECORDED)

ALL THAT PIECE, parcel or lot of land in Bates Township, Greenville County, State of South Carolina including the building and improvements thereon and having the following metes and bounds. to-wit:

Beginning at an iron pin on G &amp; N Railroad and running thence S. 89 3/4 W. 90.42 feet to an iron pin on the Geer Highway; thence S. 23 E., 333.40 feet to an iron pin; thence N. 12 W., with said railroad to the beginning corner and containing one-third (1/3) of an acre, more or less and being the same property conveyed to Grantor by deed recorded in the Deed Book 849 page 70.

This is the same property conveyed to Robert P. Styles from John W. Jennings.

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.

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