

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE
JUN 19 1 17 PM '79
DONNIE S. TANKERSLEY
R.M.C.

TO WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

W. Allen Lynch and Dale E. Hunt
(hereinafter referred to as Mortgagor) is well and truly indebted unto

Robert U. Forester

(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

Eighty Thousand and no/100 ----- Dollars (\$80,000.00) due and payable

on or before June 1, 1994, with payments to commence on Aug. 1, 1979, in the amount of Nine Hundred Nine and 28/100 (\$909.28) Dollars and payable in a like amount on a like day of each and every successive month thereafter until paid in full;

with interest thereon from Aug. 1, 1979, at the rate of 11% per centum per annum, to be paid: monthly, said monthly payments to be credited first to interest and the balance to the principal.

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, in The McAlister Plaza, on the northwesterly side of Frederick Street, being more particularly shown on plat entitled Survey For The McAlister Corp., prepared September 27, 1961, by Piedmont Engineering Service, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the northwesterly side of Frederick Street, which point is 655.5 feet in a northerly direction from Edgeworth Street and running thence along the northerly side of the parking area, N. 63-47 W. 66.0 feet to a point; thence turning and running N. 26-33 E. 182.5 feet to a point; thence turning and running S. 63-47 E. 64.9 feet to a point; thence turning and running along the northwesterly side of Frederick Street, S. 26-11 W. 182.5 feet to the point of beginning.

ALSO,

ALL that certain piece, parcel or lot of land in McAlister Plaza, in the City of Greenville, County of Greenville, State of South Carolina, being that portion of Edinburgh Court having according to the plat of Section No. 1, Portion of McAlister Plaza, prepared December, 1961, most recently revised in August, 1973, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly edge of the right-of-way for Frederick Street where the northeasterly edge of the right-of-way for Edinburgh Court intersects the same and running thence along the northeasterly edge of the right-of-way for Edinburgh Court N. 63-07 W. 66 feet to an iron pin, the joint corner of the lot presently owned by the mortgagor herein with the lot presently or formerly owned by Henderson, Lindsay & Michaels, Inc.; thence turning and running S. 26-33 W. 104 feet to a point near the center of Edinburgh Court; thence turning and running S. 62-36 E. 66.7 feet to a point on the northwesterly edge of the right-of-way for Frederick Street, which point is the center line of Edinburgh Court; thence turning and running N. 26-11 E. 105 feet to the point of beginning.

Derivation: This is the same property conveyed to the mortgagors by deed of Robert U. Forester, recorded in the RMC Office for Greenville County, South Carolina, on the 19th day of June, 1979, in Deed Book 1105 at Page 94.

This mortgage is subject to all of the conditions and reservations in said deed.

The mortgagee hereby grants and the mortgagors hereby reserve the right of prepayment of the indebtedness secured by this mortgage at any time without penalty.

This is a Purchase Money Mortgage.

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.

4328 RV-2