

LAW OFFICES OF ~~WALTER~~ LATHAN, FAYSSOUX, SMITH & BARBARE, P.A., GREENVILLE, SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED

CO. S. C.

2 24 PM '80

WALTER LATHAN, FAYSSOUX, SMITH & BARBARE, P.A.

WHEREAS, LAWRENCE E. McNAIR

BOOK 150S PAGE 424

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 76 PAGE 858

(hereinafter referred to as Mortgage) is well and truly indebted unto H & D PARTNERSHIP

(hereinafter referred to as Mortgage) as evidenced by the Mortgage's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100

Dollars (\$115,000.00) due and payable

Lowndes Hill Road, N. 83-25 E. 153.2 feet to an iron pin; thence still with the south side of Lowndes Hill Road, N. 87-35 E. 56.2 feet to a point; thence along the line of property now or formerly of Mobil Oil Corporation, S. 10-15 W. 170 feet to an iron pin; thence S. 83-33 E. 150 feet to a point on the west side of S. C. Highway No. 291 (N. Pleasantburg Drive); thence along the west side of said S. C. Highway No. 291 (N. Pleasantburg Drive) S. 73-17 W. 67.3 feet to an iron pin, the point of beginning.

This mortgage is second and junior in lien to that mortgage in favor of Palmetto State Life Insurance Company of Columbia in the original amount of \$250,000.00 as shown on the records of Greenville County, South Carolina, Mortgage Book 1311 at Page 593.

This is the same property conveyed by deed of Jack E. Snaw, et al recorded in Book 1118 at Page 53 on December 28, 1979.

MORTGAGEE'S MAILING ADDRESS: 4111 Knoll Drive
Greenville, South Carolina

19157

*Witness
Sarah Harmon*

FEB 26 1982

Walter Lathan, Fayssoux, Smith & Barbare, P.A.

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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 fixed thereto in any manner, it being the intention of the parties hereto that all 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same in any part thereof.

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