Offices of Thater & Turner, Attorneys at Law, Greenville, S. C. BBUK 1024 PAGE 484. Calhoun H.

## State of South Carolina

COUNTY OF GREENVILLE

## To All Whom These Presents May Concern:

POINSETT HOME BUILDERS, INC.

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor,

POINSETT HOME BUILDERS, INC.

, is well and truly indebted a corporation chartered under the laws of the State of South Carolina

COLONIAL OIL INDUSTRIES, INC., ttgaged in the full and just sum of Eleven Thousand Two Hundred Twenty-Six and to the mortgage in the full and just sum of 84/100 (\$11,226.84)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable Fifty (50%) per cent of the principal sum, Five Thousand Six Hundred Thirteen and 42/100 (\$5,613.42) Dollars, and the earned interest, on or before July 1, 1966; and, the balance, Five Thousand Six Hundred Thirteen and 42/100 (\$5,613.42) Dollars, and the earned interest, on or before January 1, 1967.

with interest from

date

, at the rate of

six (6%) per cent

percentum until paid; interest to be computed and paid

as set forth hereinabove;

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said mortgager 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 said

granted, bargained, sold and released, and by these presents, the receipt whereor is nereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said COLONIAL OIL INDUSTRIES, INC., its Successors and Assigns,

ALL those certain pieces, parcels, or tracts of land, with any improvements thereon, situate, lying, and being on the western side of the Greenville-Piedmont Highway, formerly known as U.S.Highway 29, but now known as Highway 20, in Gantt Township, Greenville County, South Carolina, and being shown and designated as Tract 3, and a portion of Tract 2, of the Property of J.A.Simpson, on a Plat thereof recorded in the Office of the R.M.C. for said County in Plats Book II, Page 20, and according to said Plat being more particularly described as follows:

BEGINNING at an iron pin on the western side of said highway, joint front corner of Tracts Nos. 3 and 4, and running thence along the line of Tract 4, N. 71-30 W. 470.3 feet, more or less, to a point in the center of the C & W.C. Railroad; thence along the center of the said railroad as the line N. 5-34 E. 288.6 feet to a point; thence a new line through Tract No. 2 S. 71-30 E. 530 feet, more or less, to a point on the western side of Greenville-Piedmont Highway, which point is 35 feet N. 18-30 E. from the joint front corner of Tracts 2 and 3;

this mortgage of Real Estate secured has been paid in full, and the liew hereof is satisfied and discharged Colonial Oil Industries 13 DAY OF Feb. allie Farnsworth By Beverly E. Leigh Treasurer R. M. C. FOR GREENVILLE COUNTY, S. C. witness - a. Edward Paul AT 3:08 O'CLOCK P M. NO. 19441 February 9, 1967