

JOHN M. DILLARD, Attorney at Law, Greenville, S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE }

NOV 2 10 03 AM 1968

BOOK 1043 PAGE 647

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HENRY C. HARDING BUILDERS, INC., a South Carolina corporation

(hereinafter referred to as Mortgagor) is well and truly indebted unto P. D. TANKERSLEY & L. H. TANKERSLEY, d/b/a TANKERSLEY DIRT MOVING COMPANY

(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 Twenty Thousand Three Hundred Fifty-six and 25/100----- Dollars (\$ 20,356.25) due and payable

on demand,

with interest thereon from date at the rate of 6 per centum per annum, to be paid: semi-annually.

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 those pieces, parcels or lots of land lying in Gantt Township, Greenville County, South Carolina, being shown and designated as all lots in the subdivision of Kennedy Park made by Piedmont Engineers and Architect, dated September 28, 1964, as revised and shown on plats recorded in the RMC Office for Greenville County, S. C., in Plat Book JJJ, pages 22, 23, 44,45, and 179, reference to which is hereby craved for the metes and bounds, thereof, being the identical property conveyed to Henry C. Harding by deed of Sallie K. Lynch recorded in the RMC Office for Greenville County, S. C., in Deed Book 736, page 361, and to Henry C. Harding Builders, Inc., by Henry C. Harding, by deed recorded in said RMC Office in Deed Book 755, page 244; EXCLUDING, HOWEVER, the following lots shown on the aforementioned plats which have been heretofore conveyed or mortgaged by the Mortgagor herein, to wit: Lots 6 through 25, inclusive; Lots Nos. 84, 119, 120, 136 through 152 inclusive; Lot No. 26, 135, 132, 36, 32, 33, 133, 34, 35, 29, 30, 31, 131, together with all roads and streets shown on the aforementioned plats dedicated to Greenville County, S. C., for public road purposes.

ALSO, all water and sewer lines together with appurtenant equipment and facilities connected therewith lying in said Kennedy Park Subdivision as shown on the aforementioned plats.

The Mortgagor herein reserves the right from time to time upon request to obtain releases in due form of law fully releasing and discharging each lot forming a part of the above described subdivision now or in the future from time to time shown on recorded plats thereof from the lien of this mortgage upon payment to the mortgagees of the total sum of \$400.00 for each lot, which shall include both principal and accrued interest; provided, however, that either P. D. Tankersley or L. H. Tankersley on behalf of both and of Tankersley Dirt Moving Company be fully authorized to execute said releases which shall be binding upon the other and the payment to either P. D. Tankersley or L. H. Tankersley of the aforesaid amount for the release of any lot shall exculpate any purchaser or other party dealing with them to see to the application of any funds paid in connection therewith.

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

JOHN M. DILLARD 207. 217 36 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500

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This mortgage paid and satisfied this 30th day of January 1968.

Tankersley Dirt Moving Company
Lowell H. Tankersley Partner
Witness Frances B. Holtzclaw

SATISFIED AND CANCELLED OF RECORD
31 DAY OF Jan 1968
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:44 O'CLOCK P. M. NO. 20324