

FILED
GREENVILLE CO. S. C.

BOOK 1047 PAGE 593

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

JAN 6 1 24 PM 1967

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
OLLIE FANNSWORTH
R. M. C.

WHEREAS, POOLE PRODUCTIONS OF THE SOUTHEAST, INC.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto DEWITT T. COX

(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

-----ELEVEN THOUSAND AND NO/100----- Dollars (\$11,000.00) due and payable

One (1) year from the date hereof (January 5, 1968)

with interest thereon from date at the rate of Six (6%) per centum per annum, to be paid: after maturity.

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 on the Northeast side of Frontage Road I-385, Butler Township and being known as a portion of Tract B on a plat of property of Franklin Augustus Folk prepared by Dalton & Neves and recorded in the Office of the R. M. C. for Greenville County in Plat Book ZZ at page 121 and having, according to a more recent plat entitled "Property of The First Mortgage Company of South Carolina" dated December, 1963, and prepared by Dalton & Neves, Engineers to be recorded, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northern side of the access road to I-385 and running thence along the line of F. A. Folk N. 58-47 E. 378.6 feet to an iron pin at the corner of F. A. Folk N. 58-47 E. 378.6 feet to an iron pin at the corner of F. A. Folk property and Tract A; thence along the line of Tract A, N. 39-08 W. 210 feet to an iron pin at the corner of Tract A and J. E. Watson property, thence along the line of J. E. Watson property S. 60-49 W. 285.1 feet to an iron pin; thence continuing along the J. R. Watson line S. 46-17 W. 177.8 feet to an iron pin on the Northern side of an access road leading to I-385; thence along the Northern side of said access road S. 62-27 E. 210 feet to the beginning corner.

This is the same property conveyed to the mortgagor by The First Mortgage Company of South Carolina by deed dated July 2, 1965, and recorded in Deed Book 809 at Page 538, R. M. C. Office for said County and State.

This is a second mortgage and is junior to that mortgage in favor of Southern Bank and Trust Company, dated April 28, 1965, from The First Mortgage Company of South Carolina, Inc., in the original amount of Ten Thousand Dollars (\$10,000.00), which is recorded in Mortgage Volume 993 at Page 32, R. M. C. Office for said County and State.

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.

*Paid and satisfied this 20 day of January 1967.
De Witt T. Cox*

*In the presence of
C. R. Barnhardt*

SATISFIED AND CANCELLED OF RECORD

25 DAY OF January 1967

Ollie Fannsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 10:18 O'CLOCK A M. NO. 17855