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MORTGAGE OF REAL ESTATE—Mann, Foster, Johnston & Ashmore, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA ) OLLIE FAMISWORTH

BOOK 1080 PAGE 541

COUNTY OF Greenville

H.M.C. MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THREATT-MAXWELL ENTERPRISES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto MACK A. ASHMORE

(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 Ninety Thousand and No/100 -----

at the rate of \$22,500.00 per year, together with accrued interest, first payment due on or before one (1) year from date, and a like payment of \$22,500.00 plus accrued interest each year thereafter until paid in full.

date with interest thereon from

at the rate of five

per centum per annum, to be paid: 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 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, with metes and bounds as shown on a plat of Edwards Forest, Section III, recorded in the RMC Office for Greenville County in Plat Book BBB, at Page 99, said plat being incorporated herein by reference and made a part hereof. Said lots herein conveyed are as follows:

LOTS 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49.

The Mortgagee herein agrees to release any or all of the above lots from the lien of this mortgage upon the payment to the mortgagee by the mortgagor of the sum of \$2,650.00 for each lot released, said release payments to be applied against the principal payment next to be due. In the event of prepayment by release of lots, the interest shall be computed on the unpaid balance of the principal.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK \_\_ 5 PAGE /40

> SATISFIED AND CANCELLED Ollie Farmeworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 11:58 O'CLOCK A. M. NO. 20159