

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1101 PAGE 291

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Richard E. De Sylvia and Doris C. De Sylvia

(hereinafter referred to as Mortgagor) is well and truly indebted unto JACK E. SHAW BUILDERS, INC.

(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 Two thousand seven hundred fifty and no/100

Dollars (\$ 2,750.00) due and payable

on or before August 27, 1969

with interest thereon from date at the rate of 6 3/4 per centum per annum, to be paid: at 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, Chick Springs Township, being known and designated as Lot #38 on a plat of "Rosedale" prepared by C. O. Riddle, R.L.S., in February, 1959, with said plat being recorded in the Office of the RMC for Greenville County in Plat Book "QQ", page 113, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Rosemary Lane, at the joint front corner of Lots #38 and 39 and running thence along Rosemary Lane, S. 73-52 E. 108 feet to an iron pin, joint front corner of Lots #37 and 38; thence along the joint line of Lots #37 and 38, N. 16-08 E. 150 feet to an iron pin, joint rear corner of Lots #37 and 38; thence N. 73-52 W. 108 feet to an iron pin, joint rear corner of Lots #38 and 39; thence S. 16-08 W. 150 feet along the common line of Lots #38 and 39 to the point of beginning.

SATISFIED AND CANCELLED OF RECORD

5th DAY OF May 1971

Ollie Farnsworth

CLERK FOR GREENVILLE COUNTY, S. C.

AT 11:17 O'CLOCK A. M. NO. 26018

For Satisfaction to this
Mortgage see R. E. M. Book
1189 page 412.

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.