

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

APR 15 11 04 AM '69

MORTGAGE OF REAL ESTATE

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

WHEREAS, Poinsett Home Builders, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto C. S. Fox

(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 -----Nine Thousand and No/100-----

Dollars (\$ 9,000.00) due and payable

at any time on demand,

with interest thereon from _____ date _____ at the rate of Seven per centum per annum, to be paid: Quarterly

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, in Gantt Township, on the western side of the Greenville-Piedmont Highway (Old U. S. Hwy. No. 29), and being known and designated as Tract No. 3 and a portion of Tract No. 2 of Property of J. A. Simpson, as shown on plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book 11, at Page 20, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of the Greenville-Piedmont Hwy. at the 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 & WC railroad; thence along the center of the said railroad as the line N. 5-34 E. 289.6 feet to a point; thence a new line through Tract No. 2 S. 71-30 E. 535 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; thence along the said highway S. 18-30 W. 35 feet to an iron pin at the joint front corner of Tracts 2 and 3; thence still with said highway S. 18-30 W. 247.0 feet to the beginning corner.

LESS, HOWEVER: A lot heretofore conveyed to Interstate Stations, Inc. measuring 210 feet on South Carolina Highway 81 and having a depth of 160 feet.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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.