

FILED
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MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE } OLLIE FARNSWORTH
R. M. C. TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, MAC'S CONSTRUCTION COMPANY, INC. AND HJV CORPORATION

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK AND TRUST COMPANY OF GREENVILLE, SOUTH CAROLINA.

(hereinafter referred to as Mortgage) 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 Sixty-Seven Thousand and no/100----- Dollars (\$67,000.00) due and payable

pursuant to the terms and conditions of said note.

~~with interest thereon at the rate of ten percent per annum from the date hereof until paid in full~~

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, Greenville, South Carolina and being a portion of the property owned by HJV Corporation located on the south side of Washington Heights (sometimes referred to as Washington Loop) and north of the Old Southern Railroad Track and shown on a plat prepared by Clifford C. Jones, R.L.S., June, 1968, revised August, 1969, such property being more particularly described as follows:

BEGINNING at a point 105.0 feet in a S. 77-15 W., direction along the southern boundary of Washington Heights, from an iron pin located at the northeastern corner of the property of HJV Corporation and recorded on a plat herewith attached as enclosure No. 1; thence continuing along the southern boundary of Washington Heights S. 77-15 W., 275.0 feet to a point; thence S. 74-55 E., 282.0 feet to a point; thence N. 15-05 E., 39 feet to a point; thence N. 12-45 W., 102 feet to the point of beginning.

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.