

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

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

MAY 4 4 55 PM '70

BOOK 1154 PAGE 185

OLLIE FARNSWORTH
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN,

WHEREAS, WESTGATE MOBILE MANOR, INC.,

(hereinafter referred to as Mortgagor) is well and truly indebted unto J. A. FORTNER and LOIS FORTNER,

(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 Seventy-Five Thousand and No/100

-----Dollars (\$ 75,000.00) due and payable at the rate of Eight Hundred Seventy and 90/100 (\$870.90) Dollars per month with the first payment beginning July 15, 1970 and continuing monthly thereafter until paid in full, each said payment to be applied first to interest, then to principal. The maker has the right to anticipate payment of principal, without penalty, in monthly amounts as shown on the amortization schedule; provided, however, that any prepayment application shall be for the last month shown on the amortization schedule & any additional payments in reverse order on the amortization schedule

with interest thereon from June 1, 1970 at the rate of seven(7%) per centum per annum, to be paid: monthly

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 western side of Hunts Bridge Road and containing 5.68 acres, more or less, and having the following metes and bounds, to wit:

Beginning at an iron pin at the northwestern intersection of Hunts Bridge Road and Lake Drive and running thence along said Lake Drive the following courses and distances, to wit: S 67-31 W 116 feet; S 78-04 W 59 feet; S 88-34 W 320.1 feet; N 67-36 W 64 feet; N 43-46 W 68.3 feet to a point; thence N 29-14 E 798.3 feet to a point on the western side of Hunts Bridge Road; thence along said Hunts Bridge Road S 13-16 E 731.8 feet to an iron pin, 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.