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BOOK 1173 PAGE 473

HORTON, DRAWDY, DILLARD, MARCHAND & COMPANY, INC., REAL ESTATE BROKERS, 307 PETTIGRU STREET, GREENVILLE, S. C. 29602

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

R.M.C.

**MORTGAGE OF REAL ESTATE
(CORPORATION)
TO ALL WHOM THESE PRESENTS MAY CONCERN**

WHEREAS, **LINDSEY BUILDERS, INC.**, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

FIRST PIEDMONT BANK AND TRUST COMPANY

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: **Three Hundred Thousand and No/100-----** Dollars (\$300,000.00 due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of **9** per centum per annum, to be paid as provided for in said note; and,

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 those pieces, parcels or lots of land situate, lying and being on Camden Drive, Kenmore Drive, Dumont Avenue, Rockvale Drive, Burbank Court and Saville Court, in Gantt Township, Greenville County, South Carolina, being shown and designated as Lots Nos. 135 through 158, inclusive, Lots Nos. 160 through 164, inclusive, Lots Nos. 169, 170, 171, 173 through 182, inclusive, Lots Nos. 187, 188, 189, 191, 192, 194 through 204, inclusive, Lots Nos. 206 through 218, inclusive, Lots Nos. 220 through 228, inclusive, Lots Nos. 229, 229A, 230 through 240, inclusive, on a Plat of ROCKVALE, SECTION 2, made by J. Mac Richardson, RLS, dated July, 1959, and recorded in the RMC Office for Greenville County, S. C., in Plat Book QQ, page 109, reference to which is hereby craved for the metes and bounds thereof, being a portion of the property conveyed to the Mortgagor herein by deed of American Mortgage & Investment Company recorded in the RMC Office for Greenville County, S. C., in Deed Book 893, page 31, excluding Lot No. 159 reconveyed by the Mortgagor to American Mortgage & Investment Company recorded in the RMC Office for said County and State in Deed Book 900, page 206, it being the intention of this instrument that the Mortgagor herein mortgage to the Mortgagee all lots now owned by Mortgagor in Rockvale, Section 2, Greenville County, S. C.

The Mortgagor reserves the right to have released from the lien of this mortgage in due form of law immediately upon request to the Mortgagee certain vacant lots, together with lots upon which residential dwellings have been constructed, upon payment to the Mortgagee of the sums specified and in accordance with the terms and conditions of that certain supplemental agreement to this mortgage executed by the Mortgagor and Mortgagee herein of even date to be recorded.

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 Release to this mortgage, see R.E.M. Book 1195 Page 620 as to Lots 206, 207 + Part Lot 208).

For Release to Lot 164 at page 618 Sec 2, Rockvale, see R.E.M. Book. 1195, Page 618.

For Release as to Lots 206, 207 + Part 208, Sec. 2, Rockvale Gantt Tp. See R.E.M. Book. 1195 at Page 620.

For release lots 192, 194, 212 Sec. 2 see R.E.M. Book 1200 page 144

*For Release of Lots # 178, 179, 180, 181, 182, Rockvale, see R.E.M. Book 1176 page 467
For Supplemental Agreement to this Mortgage see R. & M. Book 1176 page 467*

*For Release of Lots 175, 176, 177, Rockvale, see R. & M. Book 1197 page 314.
For Release of Lots 145 + 146, Rockvale, see R. & M. Book 1154 page 529.*