

GREENVILLE, S. C.

STATE OF SOUTH CAROLINA

MAY 10 12 58 PM '71

BOOK 1190 PAGE 111

COUNTY OF GREENVILLE

OLLIE FARNSWORTH

MORTGAGE OF REAL ESTATE

R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Develcorp, Inc., is

(hereinafter referred to as Mortgagor) is well and truly indebted unto E. W. Green and Gertrude Pitts Green

dated May 14, 1970

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of ~~XXXX~~ date ~~XXXX~~, the terms of which are incorporated herein by reference, in the sum of

Forty-Two Thousand, Forty-Six and 20/100----- Dollars (\$ 42,046.20 ) due and payable

according to the terms of said promissory note

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: annually

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:

unit

"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, being known and designated as Unit No. 1-B in Town Park of Greenville, S. C., Horizontal Property Regime as is more fully described in Master Deed dated June 5, 1970, and recorded in the R. M. C. Office for Greenville County in Deed Vol. 891 at Page 243 and survey and plot plans recorded in Plat Book 4 G at Pages 69, 71 and 73. "

This mortgage is given to substitute the above described property for the property shown in Mortgage Book 1155, at Page 253. It is acknowledged that the principal amount of the loan has been reduced to \$ 14,000.00 as of the date of this mortgage.

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.