

FILED
GREENVILLE, S. C.
 JUL 1 3 25 PM '71
OLLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE—Mann, Foster, Ashmore & Orsney, Attorneys at Law, Justice Building, Greenville, S. C.
 STATE OF SOUTH CAROLINA }
 COUNTY OF GREENVILLE }

BOOK 1197 PAGE 213
 MORTGAGE OF REAL ESTATE
 ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Jack E. Shaw Builders, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto R. T. Pickelsimer

(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 One Hundred Fifty-Two Thousand Eight Hundred and No/100-----
 ----- Dollars (\$ 152,800.00) due and payable

As set out below

with interest thereon from _____ date _____ at the rate of Six per centum per annum, to be paid: as each payment matures

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, being known and designated as Lots Nos. 33, 34, 35, 36, and 37, on a Plat entitled Marsmen, Inc., by Dalton & Neves, dated June, 1945, and recorded in the R. M. C. Office for Greenville County, in Plat Book P, at Page 5, and having according to said Plat, the following metes and bounds-towit:

Beginning at a point on South Carolina Highway 291, southeast corner of Lot 37, and running thence along State Highway No. 291 N. 9-12 W. 478.5 feet to a point, northeast corner of Lot 34; thence running S. 76-13 W. 200.6 feet to a point on the eastern side of a 20 foot alley; thence running along said alley S. 9-12 E. 462.5 feet to a point on Fisher Drive; thence running along Fisher Drive, N. 80-48 E. 200 feet to the point of beginning. This description describes Lots Nos. 34, 35, 36, and 37.

Also, Lot No. 33, as referenced hereinabove, is described as follows:

Beginning at a point on a 20 foot alley at the northeastern corner of said Lot, and running thence along said Alley, S. 9-12 E. 211 feet to a point to a 15 foot easement as shown on said Plat; thence running S. 80-48 W. 100 feet to a point; thence running N. 9-12 W. 203 feet to a point; thence running N. 76-13 E. 103 feet to the point of beginning.

Payable \$17,500 on January 2, 1972; a payment of \$17,500 on June 30, 1972; a payment of \$23,560.00 due on January 2, 1973; and each year thereafter through January 2, 1977, at which time the entire balance shall be due and payable. Purchaser does not have right to anticipate payment in whole or in part unless agreed to by mortgagee. However, mortgagor may obtain release for portions of real estate covered by said mortgage on the following terms and conditions: Mortgagor shall receive a sum or security for a sum equivalent to \$600.00 per front foot of the property to be released; Mortgagor may substitute a first mortgage covering collateral of equivalent or greater value for the portion so released, provided seller has right to rely upon M.A.I. appraisal showing collateral value.

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 fixtures, chattels, and lightings, and any other things 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 hereinafore described in fee simple absolute, that it has good title thereto, lawfully authorized to sell, convey or otherwise transfer the same, and that the premises are free and clear of all liens and encumbrances, except as stated herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, its heirs, successors and assigns against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.