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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

AUG 12: 2 43 PH '71 MORTGAGE OF REAL ESTATE

OLLIE FARIISWORTALL WHOM THESE PRESENTS MAY CONCERN: R. M. C.

WHEREAS, Town of Fountain Inn

(hereinafter referred to as Mortgagor) is well and truly indebted unto Louise Quillen Foster

(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 Fifty-two Thousand Six Hundred Bighty-two and No/100

Five Thousand Two Hundred Sixty-eight and 20/100 (\$5,268.20) Dollars on August 6, 1972 and a like amount on the 6th day of August each year thereafter until paid in full

with interest thereon from date at the rate of SiX 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 assertions.

"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 more fully described in accordance with plat prepared by Piedmont Engineers, dated July 1, 1971, to-wit:

BEGINNING at an iron pin at the intersection of North Main Street and East Fairview Street, said pin being at the base of a brick column, and running thence along North Main Street N. 37-10 W. 300 feet to hole in brick column, being on the corner of Hellams Street and North Main Street; thence along Hellams Street N. 52-45 E. 154.9 feet to iron pin on edge of alley; thence along alley S. 37-15 E. 300 feet, more or less, to iron pin at the corner of alley and East Fairview Street; thence along Fairview Street S. 52-45 W. 152.5 feet to iron pin, being the point of beginning.

ALSO, beginning at an iron pin on the corner of Hellams Street and Weston Street and running thence along Weston Street S. 37-15 E. 166.66 feet to iron pin; thence S. 52-49 W. 87.77 feet to iron pin on edge of alley; thence along alley N. 37-15 W. 166.66 feet to iron pin on edge of Hellams Street; thence along Hellams Street N. 52-45 E. 85 feet to iron pin, being the point of beginning.

This Mortgage is given with the understanding and agreement between the parties that the Mortgagee will subordinate this Mortgage if it becomes necessary for Mortgagor to remortgage or hypothecate this property resulting from the construction of improvements placed thereon.

Together with all and singular rights, members, herditaments, 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 thereform, 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 lowfully seized of the premises hercinabove described in fec 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.