

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
SEP 7 4 55 PM '71  
OLLIE FARNSWORTH  
R. M. C.

BOOK 1295 PAGE 457

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, J & L Builders, Inc., a South Carolina corporation with its principal place of business in Easley, South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto Rackley-Hawkins, Ltd.

(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 Sixteen Hundred and No/100-----Dollars (\$ 1600.00 ) due and payable

Due and payable according to an agreement between the parties.

with interest thereon from date at the rate of \_\_\_\_\_ per centum per annum, to be paid:

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 Lot No. 80 of a subdivision known as Hillsborough, Section 2, according to a plat thereof prepared November, 1970 and recorded in the R. M. C. Office for Greenville County in Plat Book 4F, Page 51, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Libby Lane, joint corner of Lots Nos. 79 and 80, and running thence along the joint line of said lots, N. 32-36 W. 82.5 feet to an iron pin at the joint rear corner of Lots Nos. 80 and 81; thence with the joint line of said lots, N. 57-24 E. 140 feet to an iron pin on the southwestern side of Basswood Drive; and running thence with the southwestern side of Basswood Drive, S. 32-36 E. 95 feet to an iron pin at the intersection of Basswood Drive and Libby Lane; thence with the curvature of said intersection, the chord of which is S. 19-58 W. 30.4 feet to an iron pin on the northwestern side of Libby Lane; thence with the northwestern side of Libby Lane, S. 72-33 W. 120 feet to the point of beginning; being the same conveyed to the mortgagor corporation by the mortgagee by deed of even date, to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$20,000.00 executed on this date by the mortgagor herein to First Federal Savings and Loan Association, to be recorded herewith.

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.