

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED GREENVILLE CO. S. C.

MORTGAGE OF REAL ESTATE

MAR 17 12 45 PM '72

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLLIE FARNSWORTH

WHEREAS, Robert L. Watkins, R.M. C. Tamara A. Watkins and Haloh, Inc. are obligated

(hereinafter referred to as Mortgagor) well and truly indebted unto

Equipment Leasing Corporation of S. C. and Triangle Construction Company, Inc. Lease Agreements

(hereinafter referred to as Mortgagee), as evidenced by the Mortgagor's promissory notes of even date herewith, the terms of which are incorporated herein by reference, in the sum of Three Hundred Seventeen Thousand, Three Hundred Ninety-One and 99/100 Dollars (\$317,391.99) due and payable

as provided in said Lease Agreements

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, in the City of Greenville, being known and designated as Lots 3, 4, 5, 6 and 7 of Property of Chapin Spring Land Company on plat prepared by R. E. Dalton, Engineer, May 1917 and recorded in Plat Book E at Page 41 and also shown as Lots 5, 6, 7, 8 and 9 according to plat entitled Houston Property made by Carolina Engineering & Surveying Co., March 1961 and also shown on plat of property of Robert L. Watkins made March 15, 1962 by Carolina Engineering & Surveying Co. and recorded in Plat Book XX at Page 77 as a resurvey of the above entitled lots, said lots having been divided into four lots having a frontage on the southern side of Pearl Avenue of 63 feet each and rear line of 62.5 feet and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southern side of Pearl Avenue, corner of unnumbered lot and Lot 9, which iron pin is 159 feet east of the intersection of Pearl Avenue and Houston Street and running thence with the southern side of Pearl Avenue, N. 80-39 E. 252 feet to corner of Lot 5 (Houston plat); running thence S. 2-0 E. 150 feet; thence along rear of Lots 5, 6, 7, 8 and 9 (Houston plat), S. 88-00 W. 250 feet to corner of Lots 11 and 9; thence along the rear lines of Lot 11 and an unnumbered lot, N. 2-0 W. 118 feet to the beginning corner.

This mortgage is junior in lien to that mortgage given by Robert L. Watkins, Jr. and Tamara A. Watkins to First Federal Savings and Loan Association of Greenville in the original sum of \$40,000.00, dated July 30, 1970 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 1162 at Page 243.

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 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.