

HORTON, DRAWDY, DILLARD, MARCHBANKS, OLIVER & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE, S.C.  
MAR 24 3 14 PM '72  
OLLIE FARNSWORTH  
R.M.C.

**MORTGAGE OF REAL ESTATE  
(CORPORATION)**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **LINDSEY BUILDERS, INC.**, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

The Citizens and Southern Corporation (46 Broad St., Charleston, S. C.); as Trustee for Chemical Bank and First National City Bank pursuant to the Purchase and Repurchase Agreement dated January 1, 1971, (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: **Three Hundred Eighty-eight Thousand Two Hundred and No/100----- Dollars (\$ 388,200.00)** due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of **7** per centum per annum, to be paid as provided for in said note; and,

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 those pieces, parcels or lots of land together with buildings and improvements now or hereafter constructed thereon, situate, lying and being on the Southern side of Crofton Drive, the Northern and Southern sides of Melrose Court, and Picardy Drive, the Northern side of Antioch Church Road (State Highway No. 331) and the Eastern side of Mackenzie Drive, in Grove Township, Greenville County, South Carolina, being shown and designated as Lots Nos. 80 through 86, inclusive, and Lots Nos. 154 through 176, inclusive, on a Plat of Sheet No. 1 of IDLEWILD, made by Enwright Associates, Engineers, dated January 17, 1972, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 4N, page 54, reference to which is hereby craved for the metes and bounds thereof.

The Mortgagor reserves the right to have released from the lien of this mortgage upon request each of the above described lots with all improvements thereon upon payment to the Mortgagee of the total amount advanced to the account of each of said lots by Mortgagee (which shall not exceed the total construction loan amount shown on the Conditions and Requirements Agreement applicable to each lot executed by Mortgagor of even date herewith and incorporated herein by reference), plus interest on each of said lots at the rate provided in the note which this mortgage secures, and all fees and charges authorized to be paid by Mortgagor to Mortgagee under the terms of the Conditions and Requirements Agreement applicable to each lot aforesaid.

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.