

WITNESSETH that the above named parties have signed the foregoing instrument of mortgage and deed, and that the same have been acknowledged before me, a Notary Public in and for the State of South Carolina, on this \_\_\_\_\_ day of \_\_\_\_\_, 1972.

WHEREAS the Mortgagee has advanced to the Mortgagor the sum of Eighty-five thousand and no/100 Dollars (\$85,000.00) due and payable in monthly installments of Eight hundred thirty-seven and 04/100 Dollars (\$837.04) commencing on the first day of July, 1972, with the final payment shall be due and payable on the first day of June 1987, with interest thereon from date to date at the rate of eight and one-half percent per annum to be paid monthly.

WHEREAS the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, assessments, permit fees, license fees, 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 accounts by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee 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, City of Mauldin, on the northeastern side of Highway 276, also known as Laurens Road (formerly known as U.S. Highway 2) being shown as all of lot 25 and lot 26 and a portion of lot 15, 16 and a portion of lot 24, on a plat of the property of C.A. Rice and Jessie M. Rice dated June, 1939, prepared by W.J. Riddle, Surveyor, recorded in Plat Book J at page 153 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin on the northeastern side of Highway 276 at the joint front corner of lot 26 and lot 27 and running thence with lot 27 N 51-25 E 187.2' to an iron pin at the joint rear corner of lots 15, 16, 26 and 27; thence with lot 15 S 35-00 E 70' to an iron pin on the western side of Cemetery Road; thence with said road N 24-15 E 85' to an iron pin; thence N 38-15 W 226.8' to an iron pin; thence S 10-17 W 85' to an iron pin at the joint rear corner of lots 16, 17, 24 and 25; thence with lot 17 N 35-00 W 45' to an iron pin; thence S 55-59 W 202.8' to an iron pin on the northeastern side of Highway 276; thence with said Highway S 38-00 E 125' to an iron pin; thence still with said Highway S 43-05 E 75' to the point of beginning.

In addition to the terms herein contained, Mortgagor further covenants and agrees as follows:

1. All taxes, assessments, permit fees, license fees and charges of all kinds against the property and/or the business to be conducted on the mortgaged premises shall be paid by Mortgagor. Any violation of law, codes or ordinances shall be responsibility of Mortgagor.
2. Mortgagor shall procure and keep in force, as its expense, liability insurance on the mortgaged premises.
3. All improvements to remain intact including contents and fixtures in the building and in the event of default by Mortgagor, the improvements shall be forfeited to Mortgagee.
4. Sixty (60) days after construction commences, Mortgagor to furnish Mortgagee affidavit that all bills rendered have been paid; after one hundred thirty (130) days after construction commences, an affidavit that no liens exist on the mortgaged premises; in the event of additional construction or alterations, an affidavit that all bills have been paid.

Together with all and singular rights, members, heritaments, 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.

WITNESSETH: E. R. HANCOCK, Notary Public