

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

JUN 5 2 48 PM '72

MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH  
R. H. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Alvin A. McCall, Jr.

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

Jane A. Neal Cole

(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 One Hundred Thirteen Thousand, Five Hundred and No/100

-----Dollars (\$ 113,500.00 ) due and payable  
\$22,700.00 plus interest on September 1, 1973; \$22,700.00 plus interest on September 1, 1974;  
\$22,700.00 plus interest on September 1, 1975; \$22,700.00 plus interest on September 1, 1976  
and \$22,700.00 plus interest on September 1, 1977

September 1, 1972

with interest thereon from ~~date~~ at the rate of five (5%) 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 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 Chick Springs Township, located on the northern side of U. S. Highway No. 29 containing 10 acres according to a survey and plat prepared by R. E. Dalton, dated May 1939, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of U. S. Highway No. 29 at the intersection of Lee Road and U. S. Highway No. 29 and running thence N. 30-35 W., with the western line of property formerly of Robert J. Edwards, 673.3 feet to an iron pin and running thence with other property formerly of Robert J. Edwards, N. 43-00 E. 676 feet to an iron pin; running thence S. 30-30 E. 672.4 feet to an iron pin on the northern side of the right-of-way of U. S. Highway 29; running thence with the right-of-way of said highway, S. 43 W. 675 feet to the beginning point; LESS, HOWEVER, all those certain pieces, parcels, or lots of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots Nos. 1, 2, 3, 4, and 5 as shown on a plat of property of Jane A. Neal prepared by Ethan E. Allen dated June 26, 1956, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Wade Hampton Boulevard at the joint corner of property of Jane A. Neal Cole and running thence N. 30-35 W. 673.1 feet to a point; running thence S. 89-06 E. 99.7 feet to a point; running thence S. 50-53 E. 139.6 feet to a point; running thence S. 37-49 E. 50 feet to a point; running thence S. 30-35 E. 360 feet to a point; running thence S. 26-11 W. 130.4 feet to a point on Wade Hampton Boulevard; running thence with Wade Hampton Boulevard, S. 43 W. 32 feet to the point of beginning; being the same conveyed to me by the mortgagee by deed of even date to be recorded herewith.

In the event the mortgagor shall request that the mortgagee release a portion or all of the within described property from the lien of this mortgage, the mortgagee and mortgagor shall mutually agree upon the amount of property to be released and the release price thereof and the mortgagee agrees to release the property agreed upon on the condition that the mortgagor deposit the agreed release price in a savings and loan association in the name of the mortgagor, and that the savings account representing such deposit(s) be assigned to the mortgagee as substituted collateral in place of the property released. It is further agreed that at any time after September 1 of any year all or part of the amount so deposited as substitute collateral not exceeding the annual installment due that year may be delivered to the mortgagee in full or partial payment of the annual installment which would become due on September 1 of that year. It is distinctly understood and agreed that the execution of a power of attorney, trust agreement or other instrument hypothecating said savings account shall not be construed as an assignment but only as a pledge and the mortgagee shall have no right in said savings account unless and until there is a default in the conditions of this note and mortgage. The mortgagor shall be the owner of and shall be entitled to the interest earned on such savings account.

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.