

FILED  
STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.  
COUNTY OF GREENVILLE SEP 21 3 49 PM '72

MORTGAGE OF REAL ESTATE

ELIZABETH RIDDLE TO ALL WHOM THESE PRESENTS MAY CONCERN:  
R.M.C.

WHEREAS, Royal Construction Co., Inc.

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

Jo-Ed Associates, a partnership

(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 Four Thousand and No/100

Dollars (\$ 4,000.00 ) due and payable

in full on or before six (6) months from date. In addition, mortgagor shall pay to mortgagee the sum of One Thousand Dollars (\$1,000.00) per lot for releases of any of these lots contained in a development owned by the Mortgagor located north of Travelers Rest and fronting on the easterly side of U. S. Highway No. 25.

with interest thereon from date of maturity at the rate of eight per centum per annum, to be paid: on demand

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 the easterly portion of Lot No. 156 as shown on a plat of East Lynne Addition recorded in Plat Book H at page 220 and constituting the property conveyed to Royal Construction Co., Inc. by deed recorded in Deed Book 715 at page 238, less, however, a portion of said lot conveyed to Paul R. Bishop by said Royal Construction Co., Inc. by deed recorded in Deed Book 716 at page 141.

ALSO: All that lot of land in said State and County being known and designated as Lot No. 8 on a plat entitled, "Extension to Pinehurst Drive" recorded in Plat Book UU at page 75 and being the identical property conveyed to the Mortgagor, Richard H. Leggett, by deed recorded in Deed Book 867 at page 366.

The foregoing lots are subject to a mortgage in favor of Eunice A. Baswell of even date herewith in the amount of \$9,720.00.

ALSO: ALL those lots of land in said State and County being designated as the greater portions of Lots 17, 18 and 19 as shown on a plat of Farr Estates recorded in Plat Book L at page 131 and being more particularly described in a deed to the Mortgagors, Richard H. Leggett and Doris W. Leggett recorded in Deed Book 798 at page 261. This property is subject to a mortgage held by Southern Bank and Trust Company recorded in Mortgage Book 1132 at page 550, having a current balance of approximately \$18,000.00 and also a mortgage held by Leroy's Inc. in the original amount of \$26,000.00 and recorded in Mortgage Book 1009 at page 429. This property is also subject to a mortgage held by Eunice A. Baswell of even date herewith in the amount of \$9,720.00

ALSO: ALL that lot of land in said State and County containing 1.75 acres according to a plat of property of Ben A. and Georgia M. Maynard prepared by C. O. Riddle, Surveyor, dated November 17, 1964. Said property fronting on the northerly side of West Georgia Road at Simpsonville, S. C. and being the identical property conveyed to the Mortgagor, R. H. Leggett by deed of Ben A. Maynard, et al recorded in Deed Book 864 at page 211. This property is subject to a mortgage held by Farmer's Home Administration in the original amount of \$134,000.00 recorded in Mortgage Book 1128 at page 207. This property is also subject to a mortgage held by Eunice A. Baswell of even date herewith in the amount of \$9,720.00.

ALSO: All that lot of land in said State and County at Simpsonville, S. C. containing 2 1/2 acres according to a plat entitled, "Property of R. H. Leggett" prepared by C. O. Riddle, Surveyor, dated August, 1970 and being more particularly described in a mortgage executed by R. H. Leggett to Farmer's Home Administration recorded in Mortgage Book 1190 at page 307 and said property is subject to the aforesaid mortgage held by Farmer's Home Administration in the sum of \$165,000.00.

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 whatsoever lawfully claiming the same or any part thereof.

(continued on attached sheet)