

NOV 8 10 58 AM '72 TO ALL WHOM THESE PRESENTS MAY CONCERN

ELIZABETH RIDDLE
R.M.C.

WHEREAS, Jack B. Shaw and wife, Jane L. Shaw

(hereinafter referred to as Mortgagor) is well and truly indebted unto FCX, Inc., a North Carolina corporation duly domesticated in the State of South Carolina

(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 Twenty-two Thousand Five Hundred ----- Dollars (\$ 122,500.00) due and payable

\$20,416.66 on November 1, 1973

\$20,416.66 on November 1, 1974

\$20,416.66 on November 1, 1975

\$20,416.66 on November 1, 1976

\$20,416.66 on November 1, 1977

\$20,416.70 on November 1, 1978

with interest thereon from date of the rate of seven (7) per centum per annum, to be paid together with each installment of principal

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

ALL that piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, on the West side of U. S. Highway No. 291, as shown on a plat of property of FCX Cooperative Service prepared by C. C. Jones, civil engineer, dated February 18, 1956, recorded in the office of the R. M. C. for Greenville County in Plat Book JJ, Page 187, and more particularly described on said plat as follows:

BEGINNING at an iron pin on the West side of U. S. Highway No. 291, at the Southeast corner of property owned by Colonial Stores, Inc., said point being 300 feet in a southwesterly direction from Liberty Lane, and running thence along the line of property of Colonial Stores, Inc. N. 56-11 W. 289 feet to an iron pin; thence continuing along said line N. 55-26 W. 11 feet to an iron pin; thence turning and running S. 26-11 W. 120.1 feet to an iron pin; thence turning and running S. 56-11 E. 300 feet to an iron pin on the west side of U. S. Highway No. 291; thence turning and running along said highway, N. 26-11 E. 120 feet to the point of beginning.

This property is conveyed subject to those protective covenants recorded in the R. M. C. office for Greenville County, South Carolina in Deed Book 499, Page 291, and in Deed Book 550, Page 449, and is further made subject to such easements and rights of way as are of record.

This is a purchase money mortgage.

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.