

REGULATION NO. 2  
COMPLIED WITH  
Vick

JAN 15 4 47 PM '73 ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, PROPERTIES UNLIMITED, INC., a corporation organized and existing under and by virtue of the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto F. W. WYNN, also known as Fred W. Wynn,

(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  
Thirty Thousand and no/100----- Dollars \$ 30,000.00 due and payable

In three (3) equal annual installments of Ten Thousand and no/100 (\$10,000.00) Dollars each, commencing one (1) year from date;

with interest thereon from date at the rate of 7 per centum per annum, to be paid: as per the terms of the Note executed of even date herewith;

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

ALL that certain piece, parcel or lot of land, situate, lying and being in Greenville County, South Carolina, at the intersection of Cedar Lane Road and West Parker Road, and according to a plat entitled "PROPERTY OF PROPERTIES UNLIMITED, INC.", dated August 14, 1972, prepared by Campbell & Clarkson Surveyors, Inc., which plat is recorded in the R.M.C. Office for Greenville County, S. C. in Plats Book 4-7, at Page 13, having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of West Parker Road and Cedar Lane Road and running thence with the edge of said Cedar Lane Road S. 70-16 E. 185.1 feet to an iron pin; thence S. 27-13 W. 130 feet to an iron pin on Butler Drive; thence with the edge of said Butler Drive, N. 69-05 W. 100.9 feet to an iron pin at the intersection of Butler Drive and West Parker Road; thence N. 8-12 W. 143.7 feet to an iron pin, the point of beginning.

The Seller agrees from time to time upon request of the Buyer to release from the lien of this purchase money mortgage the property hereinabove described for the release amount equal to the principal balance due on the note which secures said purchase money mortgage, and further subject to the following conditions, to-wit:

- (a) The Seller shall release upon request the above described property from the lien of said mortgage upon payment of the release amount.
- (b) To the extent that the release amount payable during any calendar year shall exceed the principal amount (excluding interest) of the obligatory monthly payments on the note, during said calendar year, the Seller shall execute said releases on the condition that the release amount is deposited by the Buyer as hereinafter provided in the form of substituted collateral for the mortgage. The collateral to be substituted therefor shall be Certificates of Deposit or other obligations issued by any Federal Deposit Insured Bank or Savings and Loan Association operating in Greenville County, South Carolina. Any such Certificates of Deposit or other obligations shall be issued in the name of and held by John M. Dillard, (See attached sheet)

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.