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GREENVILLE, CO. S. C.

BOOK 1265 PAGE 17

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

JAN 29 10 28 AM '73
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, MORENO, MORENO, HAWKINS AND HAWKINS

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PEOPLES NATIONAL BANK

(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

Two Hundred Ten Thousand and No/100 ----- Dollars (\$ 210,000.00) due and payable

within eighteen (18) months from date

with interest thereon from date at the rate of nine (9) per centum per annum, to be paid: monthly
in arrears until paid in full

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 Lots 38,

39 and a major portion of Lot 40 as shown on plat of property of W.C. Cleveland, prepared by R.E. Dalton, Surveyor, dated March 14-21, 1910, recorded in Plat Book "B" at Page 11 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 southern side of Poinsette Avenue at the joint front corner of Lots 37 & 38 and running thence S 26-59 W 172.5 feet to an iron pin at the joint rear corner of Lots 37 and 38 and a point in common with an alley; thence S 63-01 E along the rear line of Lots 38, 39, and 40; thence with a new line through Lot 40, N 26-59 E 172.5 feet to a point on Poinsette Avenue in the front line of Lot 40; thence N 63-01 W 187 feet along Poinsette Avenue to the point of beginning.

It is hereby understood that a condominium apartment building is being constructed on the property herein described and that the loan proceeds may be withdrawn in installments when the percentage of completion as determined by the Mortgagee is sufficient to justify such withdrawal.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.