

FILED
GREENVILLE CO. S. C.

BOOK 1291 PAGE 215

STATE OF SOUTH CAROLINA SEP 13 4 13 PM '73 MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE

CONNIE S. TANKERSLEY
R.M.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Royal Construction Co., Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Tankersley Dirt Moving Co., Inc.

(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 four hundred ninety four and 00/100 (\$4,494.00) Dollars (\$ 4,494.00) due and payable one year from date

with interest thereon from date at the rate of eight per centum per annum, to be paid: from date of completion of improvements

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, near the Town of Travelers Rest, being located on U. S. Highway 25 and consisting of adjoining tracts containing 21.6 acres and 1.25 acres. Said 1.25 acres is more particularly described in a deed to the mortgagor recorded in Deed Book 874 at page 448 and said 21.6 acres is more particularly described in three separate deeds recorded in Deed Book 905 at page 383, 431 and 432, respectively.

The subject property has been developed and subdivided into eighteen separate lots according to a preliminary survey prepared by Campbell & Clarkson Engineers dated March 13, 1972. The mortgagee does hereby agree to release from the lien of this mortgage any or all of said lots upon payment by the mortgagor of the sum of \$250.00 for each lot.



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.