

FILED
GREENVILLE, CO. S. C.

BOOK 1291 PAGE 729

SEP 27 1 58 PM '73

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

WHEREAS, IMPERIAL PROPERTIES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK AND TRUST COMPANY

(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 FIFTY THOUSAND and no/100-----

-----Dollars (\$ 50,000.00) due and payable

six (6) months from date,

with interest thereon from date at the rate of 10 per centum per annum, ~~not~~ paid: in advance in the sum of \$2,500.00

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:

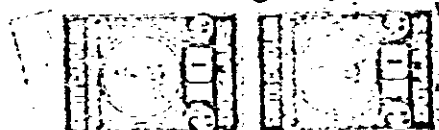
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, being shown and designated as Lots Nos. 2, 3, 11 through 20, inclusive, 38 through 52 and 58 through 61 on a Plat of CAMBRIDGE PARK, dated June 1, 1972, prepared by Dalton & Neves Company, Engineers, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4R, Page 11, reference to which is hereby craved for the metes and bounds thereof.

The within Mortgage is junior in lien to that certain Mortgage given by the Mortgagor herein to Fidelity Federal Savings & Loan Association in the original amount of \$260,000.00, dated December 29, 1972, and recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1262, Page 96.

ALSO, ALL those certain pieces, parcels or lots of land, together with buildings and improvements thereon or hereafter constructed thereon, situate lying and being in the State of South Carolina, County of Greenville, in the City of Greenville on the Southwestern side of Laurens Road, being shown and designated as Lots Nos. 19 and 20 on a Plat of EASTHIGHLANDS ESTATES, made by Dalton & Neves Co., dated April, 1940, and recorded in the RMC Office for said County and State in Plat Book K, Page 35, reference to which is hereby craved for the metes and bounds thereof.

The Mortgage on the above described property is junior in lien to those certain Mortgages given by the Mortgagor herein to Carolina Federal Savings & Loan Association in the original amount of \$19,300.00, dated July 27, 1973, recorded in the said RMC Office in Mortgage Book 1286, Page 759, covering Lot No. 20; Mortgage from the Mortgagor herein to Thelma B. Hendrix in the original amount of \$19,250.00 dated July 27, 1973, and recorded in the said RMC Office in Mortgage Book 1286, Page 841, covering Lot No. 19.

The Mortgagor herein reserves the right to have released from the lien of the within Mortgage any one lot upon payment to the Mortgagee of the sum of \$2,000.00 or upon the sale of a lot or lots, a sum not exceeding \$2,500.00.



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.

4328 RV.2