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GREENVILLE CO. S.C.

BOOK 1292 PAGE 57

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P.A., 311 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SCHEMIE S. TARKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE
(CORPORATION)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, McDowell-Roddy & Associates, Inc. a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto Moon & Freeman Heating & Air Conditioning, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Eleven Thousand Four Hundred Eight and 56/100-----Dollars (\$11,408.56) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 8% per centum per annum, to be paid as provided for in said note; and, as provided in said note

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 those pieces, parcels or lots of land, together with all buildings and improvements situate thereon or hereinafter constructed thereon, situate, lying and being in Greenville County, South Carolina, and being described as follows:

(1) Lots Nos. 49, 50 and 60, as shown on a plat entitled "Seven Oaks", which plat is recorded in the RMC Office for Greenville County, South Carolina, in plat book 4R, at page 6, which lots were conveyed to the Mortgagor herein by Deed recorded in Deed Books 965, at Page 603, 963, at Page 377, and 962, at Page 143.

(2) Lot No. 64, as shown on a plat of Buxton Subdivision, prepared by Piedmont Engineers & Architects, which plat is recorded in the RMC Office for Greenville County, South Carolina, in plat book 4N, at Pages 2, 3 and 4, which lot was deeded to the Mortgagor herein by Deed recorded in Deed Book 956, at Page 1.

This Mortgage is equal in rank and priority with a Mortgage of even date herewith, executed in favor of Frank Ulmer Lumber Company, and that the amounts to be paid under this Mortgage and under said Mortgage of Frank Ulmer Lumber Company shall be pro-rata and based upon the relative amount/owed to each of said Mortgagees by the Mortgagor herein for materials of services rendered in improving each particular lot referred to herein so that upon the sale of any of said lots, the net proceeds of any such sale will be applied to this Mortgage and said Mortgage of Frank Ulmer Lumber Company, so that each Mortgagee will receive the same relative percentage of the total amount owed to each Mortgagee for said materials or services as related to the total amount owed to both Mortgagees for said materials and services, provided that any of said lots shall be released upon receipt of such pro-rata portion of said proceeds, upon a bonafide sale approved by said Mortgagees.

Together with all and singular rights, meadows, 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.

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