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MORTGAGE - INDIVIDUAL FORM -

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BOOK 1295 PAGE 705

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HENDERSON FOREST INVESTORS

(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 **Forty Six Thousand Six Hundred Sixty Six and 62/100-----**

----- Dollars (\$ 46,666.62) due and payable
September 15, 1974

with interest thereon from date at the rate of **11-1/2%** per centum per annum, to be paid: **monthly**

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:

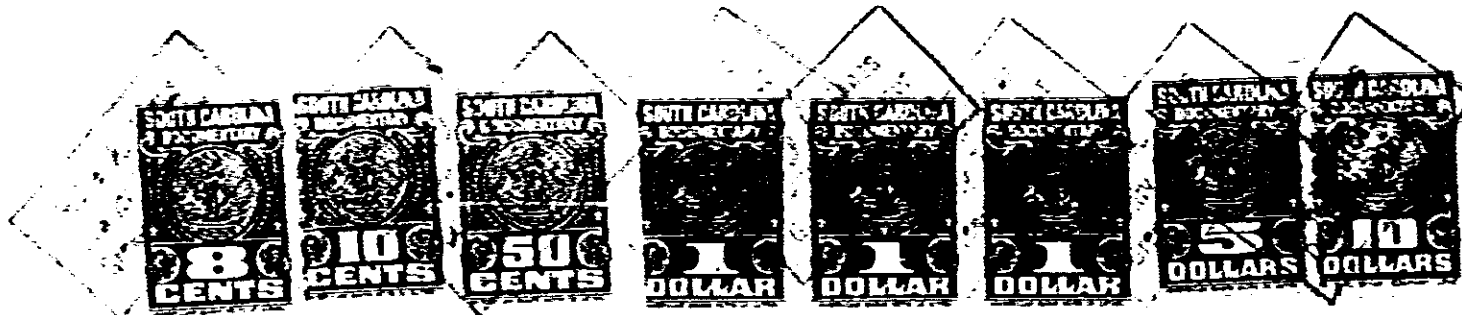
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the eastern and western sides of Meredith Lane, Glenda Lane, Lindmont Drive and the northern and southern sides of Pittler Drive, and Dahlglen Avenue being shown and designated as Lot Nos. 1 through 64, inclusive on a plat of Henderson Forest made by Campbell & Clarkson, Surveyors, Inc. dated June 9, 1971 recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-R, page 41, reference to which is hereby craved for the metes and bounds thereof, EXCLUDING HOWEVER, the following lots as shown and numbered on the aforementioned plat recorded in Plat Book 4-R, page 41, to-wit: Lots Nos. 47, 48, 24, 40, 14, 22, 37, 38, 19, 20, 39, 18, 28, and 51.

The above described property was formerly known as Terrydale Subdivision on a plat thereof recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-N, page 17, said subdivision and the streets therein having been re-named.

The within mortgage is equal in lien and priority to that certain mortgage given by the Mortgagors to Carolina Federal Savings & Loan Association of even date herewith to be recorded in the sum of \$93,333.38.

The Mortgagor reserves the right to have released from the lien of this mortgage each of the above described lots in Henderson Forest upon payment of the amount set forth in that certain Agreement between the Mortgagor, the mortgagee, and Carolina Federal Savings & Loan Association of even date herewith to be recorded.



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.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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