

DEC 27 9 45 AM '73

MORTGAGE OF REAL ESTATE OF GREENVILLE COUNTY, SOUTH CAROLINA, BY AND FOR THE USE OF THREATT-MAXWELL ENTERPRISES, INC., GRANTOR, AND RALPH W. SIMMONS AND IRENE G. SIMMONS, GRANTEE, BY DONALD S. TRAVIS, Attorney at Law, Greenville, S. C. R.M.C.

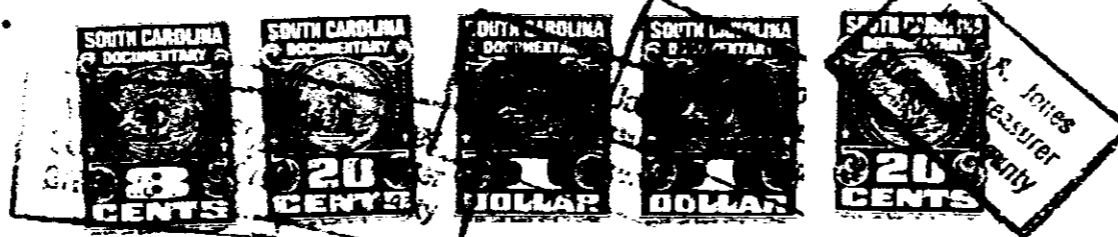
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Threatt-Maxwell Enterprises, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Ralph W. Simmons and Irene G. Simmons (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 Six Thousand One Hundred and Twenty Four and No/100----- DOLLARS (\$ 6,124.00), with interest thereon from date at the rate of 8 per centum per annum, said principal and interest to be repaid: in two equal installments, the first installment of 3062.00 plus interest being due on January 10, 1974 and the final installment due on January 10, 1975. It will have interest thereon at the rate of 8%.



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 a tract containing 5.39 acres according to a plat entitled "Survey for Threatt-Maxwell Enterprises," made by Piedmont Engineers-Architects & Planners, November 26, 1973 and recorded in the RMC Office for Greenville County in Plat Book 5E at Page L. According to said plat, the property is more fully described as follows:

BEGINNING at an iron pin at Southeastern corner of said tract and other property being conveyed to Threatt-Maxwell Enterprises, Inc. and property owned by Garrisons; and running thence with the Garrison line N. 87-20 W. 421.76 ft. to an iron pin; thence N. 48-24 W. 175.7 ft. to an iron pin at Simmons line; thence N. 69-25 E. 370.62 ft. to an iron pin; thence N. 16-33 E. 231.05 ft. to an iron pin; thence N. 18-27 W. 107.8 ft. to an iron pin; thence N. 0-42 W. 238.7 ft. to an iron pin at corner of property being conveyed to Threatt-Maxwell Enterprises, Inc.; thence with line of said property N. 62-49 E. 248.8 ft. to an iron pin; thence S. 2-42 W. 943.5 ft. to an iron pin, the point of beginning.

The property above described is the same as conveyed to grantor by deed of even date.

Mortgagee agrees to release the above tract of land from the lien of their Mortgage by payment of balance due into an escrow account to be pledged as substitute collateral for the tract released.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.