

STATE OF SOUTH CAROLINA JUL 10 11 56 AM '74  
COUNTY OF GREENVILLE  
DONNIE S. TANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Trico Builders, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Juster Enterprises, 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 Two Thousand, Eight Hundred Sixty-Four and 25/100-----

----- Dollars (\$ 2,864.25 ) due and payable  
Due and payable on receipt of second draw of construction loan with Fidelity  
Federal Savings and Loan Association or one month from date, whichever comes  
first

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: at maturity

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, in the City of Mauldin, being known and designated as Lot 70 of Verdin Estates, which plat was prepared by C. O. Riddle and recorded in the R. M. C. Office for Greenville County/and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Edith Drive at the joint front corner of Lots 70 and 71 and proceeding in an easterly direction along said drive, N. 66-08 E. 80 feet to a point at the joint front corner of Lots 69 and 70; thence turning and running S. 23-52 E. 150 feet to a point, joint rear corner of Lots 69 and 70; thence turning and running S. 66-08 W. 80 feet to a point, joint rear corner of Lots 70 and 71; thence running N. 23-52 W. 150 feet to the beginning corner;

It is understood and agreed that this mortgage is junior in lien to that certain mortgage executed by Trico Builders, Inc. to Fidelity Federal Savings and Loan Association in the sum of \$26,350.00 to be recorded herewith.



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.

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