

WHEREAS, CALHOUN STREET INVESTMENT CO., INC.

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

(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 **TWENTY-TWO THOUSAND NINE HUNDRED FIFTY-EIGHT AND 25/100**-----Dollars (\$22,958.25) due and payable **Eleven Thousand Four Hundred Seventy-Nine and 12/100 (\$11,479.12) Dollars, plus interest, on the 26th day of April, 1975, and Eleven Thousand Four Hundred Seventy-Nine and 13/100 (\$11,479.13) Dollars, plus interest, on the 26th day of April, 1976, with the right of anticipation without penalty.**

with interest thereon from date at the rate of **7-1/2** per centum per annum, to be paid: **annually.**

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**, on the southwesterly side of **Woodruff Road (South Carolina Highway No. 145)**, being shown on a plat of the property of Robert Cox Estate prepared by Freeland-Jones & Associates dated the 20th day of March, 1974, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-0 at Page 117. For a metes and bounds description reference to the above plat is hereby craved.

Mortgagee agrees to release from the lien of this Mortgage any portion of the security property so requested to be released by the Mortgagor based upon **Five Thousand and No/100 (\$5,000.00) Dollars per acre release consideration.** The cash down payment received at the close of sale to be exhausted before additional funds will be required for a release. The property to release may be the road frontage property, provided the Mortgagor will, at all times, maintain a 50 foot right-of-way to the remaining security property and the road frontage property released must have a 418 foot depth.



Together with all and singular rights, members, herditaments, 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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