

MORTGAGE INDIVIDUAL TOBACCO
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
JOHN M. DILLARD, P. A., GREENVILLE, S. C.
5/17/75
JAMES S. FAYDEN, S. C. J. CLERK

1975 - 273

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, Holly Tree Plantation, a limited partnership

hereinafter referred to as Mortgagor is well and truly indebted unto

Singleton Construction Co., 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

Three Thousand Seven Hundred Ninety-nine & 02/100----- Dollars (\$ 3,799.02) due and payable on demand

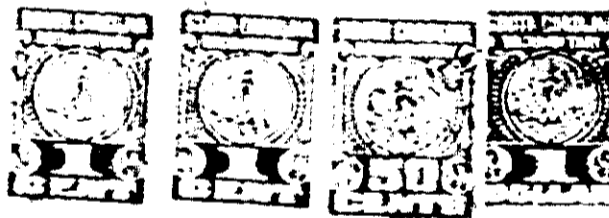
with interest thereon from date at the rate of 8% per centum per annum to be paid on demand

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 Mortgagee in hand well and truly paid by the Mortgagor at and before the making and delivery of these presents, the receipt whereof as hereto 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 situate, lying and being in Austin Township, Greenville County, South Carolina, being shown and designated as all lots in Holly Tree Plantation, Phase II, Section II, on a plat thereof made by Piedmont Engineers and Architects, dated January 10, 1974, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 5-D, Pages 47 and 48, excluding, however, all lots previously and prior to the date hereof sold off and conveyed to others as follows: Lots nos. 67, 55, 56, 49, 48, 41-A, 42, 36, 65, 41, 46, 3, 23, 24, 1, 12, and a 10-foot portion of lot no. 64.

The within mortgage is junior in lien to mortgages covering the above described property owned by Fidelity Federal Savings and Loan Association, James P. McNamara, Catherine F. McNamara and The Citizens and Southern National Bank of South Carolina, as Trustee for James G. Bannon.



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 Mortgagee 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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