

MORTGAGE OF REAL ESTATE—Offices of Leathe, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Sep 9 4 55 PM '75

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

DONNIE S. TANKERSLEY
R.M.C.

WHEREAS, MACK P. AND CLAUDIA C. POOLE

(hereinafter referred to as Mortgagor) is well and truly indebted unto **DISTINCTIVE HOMES, 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

**Thirteen Thousand Seven Hundred Seventeen and
No/100ths Dollars (\$ 13,717.00) due and payable**

ON DEMAND

with interest thereon from **Sept. 15, 1975** at the rate of **8 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, the Mortgagee's heirs, 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 known and designated as Lot No. 124 of Dove Tree Subdivision, as shown on a plat of Piedmont Engineers and Architects recorded in the Greenville R.M.C. Office in Plat Book 4J at Page 113, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on Bramble Court, the joint front corner of Lot Nos. 123 and 124 and running thence N. 84-49 W. 160.7 ft. to the joint rear corner of said lots; thence S. 47-30 W. 50 ft. to the joint rear corner of Lot Nos. 124, 142 and 144; thence S. 17-30 E. 161 ft. to the joint rear corner of Lot Nos. 124, 125, 129 and 142; thence N. 50-23 E. 198.24 ft. to a point on Bramble Court; thence N. 8-23 W. 50 ft. to a point, the point of beginning.

This mortgage is subject to that certain note and mortgage of Distinctive Homes, Inc., given to Greer Federal Savings & Loan Association on May 21, 1974, in the original amount of \$46,100.00 duly recorded in the Greenville County R.M.C. Office in Mortgage Book 1312 at Page 577.



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.