

Book 1039, p. 158
Mortgage No. 29,302

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.

BOOK 1382 PAGE 747

MORTGAGE OF REAL ESTATE

7 12 10 16 AM '76

TO ALL WHOM THESE PRESENTS MAY CONCERN:
R.M.C.

WHEREAS, TERRY G. CLINE CO., INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto TH' LUMBER YARD, 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 Thirty-Nine Thousand and No/100-----

-----Dollars (\$ 39,000.00) due and payable

ninety (90) days from date

with interest thereon from date at the rate of nine 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 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 Lot No. 37, on a plat entitled, "STRATTON PLACE", by Piedmont Engineers and Architects dated July 10, 1972, and recorded in Greenville County Plat Book 4-R, at pages 36-37, and having according to said plat such metes and bounds as shown thereon.

This is the identical property conveyed to the mortgagor herein by deed of W. N. Leslie, Inc., recorded in the R.M.C. Office for Greenville County in Book 1039, page 158 on the 23rd day of June, 1976 and recorded July 6, 1976.

It is agreed that the mortgagee will release the above described property from this mortgage upon receipt of at least the sum of Twelve Thousand Seven Hundred Fifty and No/100 (\$12,750.00) Dollars from mortgagor.

ALL that piece, parcel or lot of land in Greenville County, State of South Carolina, being shown and designated as Lot #10 on plat of Dove Tree Subdivision made by Piedmont Engineers and Architects dated September 18, 1972, and revised March 29, 1973 and recorded in the R.M.C. Office for Greenville County in Plat Book 4 X at pages 21, 22 and 23. A reference is hereby made to said plat for a more complete description.

This is the identical property conveyed to the mortgagor herein by deed of J. A. Bolen as Trustee for James W. Vaughn and J. A. Bolen and College Properties, Inc., Trading as Batesville Property Associates, a joint venture, recorded in the R.M.C. Office for Greenville County, in Deed Book 1038 at page 129 and recorded on June 16, 1976.

It is agreed that the mortgagee will release the above described property from this mortgage upon receipt of at least the sum of Thirteen Thousand Five Hundred (\$13,500.00) Dollars from the mortgagor.

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 43 of a subdivision known as Stratton Place dated July 10, 1972 as shown on a plat thereof prepared by Piedmont Engineers and Architects and recorded in the R.M.C. Office for Greenville County in Plat Book 4-R at page 36 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Whittington Drive, joint front corner of Lots 42 and 43, and running thence along the joint line of said lots, N. 64-05 W. 170 feet to an iron pin at the joint rear corner of Lots Nos. 42 and 43; thence with the rear line of Lot No. 43, N. 25-55 E. 19.7 feet to an iron pin; running thence N. 26-19 E. 100.3 feet to an iron pin at the joint rear corner of Lots Nos. 43 and 44; thence with the joint line of said lots, S. 64-05 E. 169.3 feet to an iron pin on the western side of Whittington Drive; thence along the western side of Whittington Drive, S. 25-55 W. 120 feet to the point of beginning.

(CONTINUED ON ATTACHED SHEET)

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 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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