MORTGAGEE: FIRST PIEDMONT MORTGAGE CO.. INC. c/o First Citizens Bank & Trust

340 N. Main Street Greenville, S. C.

Foster & Richardson, Attorneys at Law, Greenville, S. STATE OF SOUTH CAROLINA

CONNIE S. TARNERMORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

29601

C C

WHEREAS,

COUNTY OF GREENVILLE

Jack E. Shaw

thereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Mortgage Company. Inc.

March 30, 1973

herein by reference, in the sum of -----Five Hundred Thousand and No/100------ Dollars (\$ 500.000.00) due and payable with interest thereon from date at the rate of One Hundred Forty (140%) percent of the prime rate as determined by First Piedmont Mortgage Company, Inc., adjusted quarterly and payable annually. The principal debt shall be due and payable on April 1, 1976.

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 piece, parcel or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, at the northeastern corner of the intersection of Hartsville Street and Watson Road and known and designated as Lots Nos. 221, 222, 223 and a small rear portion of Lots 226 and 227 of a subdivision known as Section 4, Orchard Acres, plat of which is recorded in the RMC Office for Greenville County in Plat Book YY, at Page 114; shown also as the Property of Jack Shaw on a plat recorded in the RMC Office for Greenville County in Plat Book QQQ, Page 93, and according to said plat has the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Hartsville Street at the joint front corner of Lots Nos. 223 and 224 and running thence with the northern side of said Street N. 84-02 W. 90 feet; thence continuing N. 84-59 W. 90 feet; thence continuing N. 82-12 W. 87 feet to an iron pin at the intersection of Hartsville Street and Watson Road, which intersection is curved. the chord of which is N. 46-06 W. 40.3 feet to an iron pin on the western side of Watson Road; running thence with the western side of said Road N. 10-0 W. 10.8 feet to an iron pin; running thence N. 45-10 E. 431 feet to an iron pin; running thence N. 46-28 E. 69.2 feet to an iron pin in the rear lot line of Lot No. 227; running thence with a new line through Lots 227 and 226 S. 13-06 W. 224.5 feet to an iron pin at the joint rear corner of Lots Nos. 223 and 224; running thence with the joint line of said Lots S. 2-35 W. 200.3 feet to an iron pin, the point of beginning.

ALSO: All that certain piece, parcel or lot of land, situate, on the South side of U.S. Highway No. 29 (Wade Hampton Boulevard) and the westerly side of Watson Road, near the City of Greenville, State of South Carolina, and having according to Map of the Property of Arthur C. McCall, made by Pickell & Pickell, Engineers, dated Dec. 13, 1957, the following metes and

BEGINNING at an iron pin on the southeast edge of U. S. Highway No. 29 and running thence N. 42-25 E. 133 feet to an iron pin; thence continuing with the southeasterly edge of said Highway N. 43-41 E. 275.4 feet to a point in the center line of Watson Road; thence running with the

center line of Watson Road S. 9-42 E. 503.1 feet to a point; thence running S. 80-12 H. 210 feet
Together with all and singular rights, members, berditaments, 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.

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.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.

Contract of the second