

1978 10 53 AM 121

MORTGAGE OF REAL ESTATE JOHN W. FREEMAN, III

Mortgagee's address: 110 Trent Dr., Taylors, SC 29687

STATE OF SOUTH CAROLINA } 1978 10 53 AM 121
COUNTY OF GREENVILLE } MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: John W. Freeman, III

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Foxlair, 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-seven Thousand and No/100 ----- DOLLARS (\$ 37,000.00),
with interest thereon from date at the rate of nine per centum per annum, said principal and interest to be repaid: at the time the mortgagor obtains a construction loan or no later than October 1, 1979.

The mortgagor shall have the right to anticipate payment in whole or part at any time without penalty.

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, City of Greenville, on the southern side of Pelham Road, being known and designated as a 2.2 acre tract on plat of property of Central Realty Corporation, dated June 1974, prepared by C.O. Riddle, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Pelham Road at the joint corner of this tract and property now or formerly of Pension Plan and Trust of L&P Enterprises; and running thence with the southern side of Pelham Road, S 76-14 E 101.9 feet to an iron pin; thence continuing with said road, S 76-15 E 242 feet to an iron pin; thence along a new line through property of Central Realty Corporation, S 13-05 W 300 feet to an iron pin; thence, N 76-04 W 300 feet to an iron pin; thence, N 4-40 E 300 feet to an iron pin on the southern side of Pelham Road, the point of beginning. ALSO, all the mortgagor's right, title and interest in and to a right of way as recorded in Deed Book 1016, Pages 62, 63 and 64 of the RMC Office for Greenville County.

This is the same property conveyed to the mortgagor by deed of the mortgagee dated December 29, 1978 and recorded on even date herewith.

1978 10 53 AM 121

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

1121
10 21 0
1978 10 21