

MORTGAGE OF REAL ESTATE BY A CORPORATION—Office of Lehman A. Moseley, Jr., Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED TO ALL WHOM THESE PRESENTS MAY CONCERN:
S.C.

WHEREAS, LOTS, INC.

a corporation chartered under the laws of the State of (hereinafter referred to as Mortgagor) is well and truly indebted unto Lehman A. Moseley, Jr.

(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 Five Thousand and no/100

Dollars (\$5,000.00) due and payable

as follows:

One Hundred and no/100 (\$100.00) to be paid on or before the 22nd day of May, 1980, and \$100.00 to be paid on or before the 22nd day of each and every successive month thereafter until paid in full, with interest thereon from May 22, 1980 at the rate of 12 per centum per annum, to be paid

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, situate and lying and being on the western side of Rosalee Drive in Gantt Township, Greenville County, South Carolina, being shown and designated as Lot Twenty-Six (26) on a plat of 'Cutler Ridge' made by C.O. Ridley, Surveyor, dated November, 1962, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book "YY" at Page 107, reference to said plat being craved for a complete and detailed description thereof.

ALSO, all that certain piece, parcel or lot of land situate and lying and being on the southern side of Alhambra Boulevard in Gantt Township, Greenville County, South Carolina, being shown and designated as the eastern portion of Lot Seventy-Five (75) and the western 10 feet of Lot Seventy-Six (76) and being described as follows:

BEGINNING at the center of creek at the southern side of Alhambra Boulevard and running thence with the meanderings of the center of the creek in a southerly direction approximately 150 feet where the center of said creek crosses the rear lot line of Lots Sixty-Seven (67) and Sixty-Six (66) near their joint rear corner; thence running with the rear line of Lot Sixty-Six (66) 35 feet, more or less, to the joint rear corner of Lots Sixty-Six (66), Seventy-Five (75), and Seventy-Six (76); thence running with the joint rear line of Lot Sixty-Six (66) and Lot Seventy-Six (76) 10 feet to a fence; thence running with said fence in a northerly direction and parallel with the joint common side of Lots Seventy-Five (75) and Seventy-Six (76), 125 feet to a point on the southern side of Alhambra Boulevard, thence following the southern side of Alhambra Boulevard in a westerly direction 10 feet to the joint front corner of Lots Seventy-Five (75) and Seventy-Six (76); thence continuing with the said southern side of Alhambra Boulevard in a westerly direction 90 feet, more or less, to the center of creek, the Point of Beginning.

The foregoing description includes the portion of Lot Seventy-Five (75) east of said creek and the western 10 foot strip of Lot Seventy-Six (76) adjoining Lot Seventy-Five (75).

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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.

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