

HORTON, DRAWDY, DILLARD, MARCHAND, CHAPMAN & BROWN, P.A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

BOOK 1158 PAGE 617

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
JUL 25 2 54 PM '70  
OLLIE FARNSWORTH  
R.H.C.

MORTGAGE OF REAL ESTATE  
(CORPORATION)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LINDSEY BUILDERS, INC., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

AMERICAN MORTGAGE & INVESTMENT COMPANY

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

Forty-five Thousand and No/100----- Dollars

(\$45,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from July 14, 1970 at the rate of 8 per centum per annum, to be paid as provided for in said note; and,

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 those pieces, parcels or lots of land situate, lying and being in Gantt Township, Greenville County, South Carolina, being shown and designated as lots or tracts on plats of ROCKVALE Subdivision, Sections Nos. 1 and 2, made by J. Mac Richardson, Surveyor, dated October, 1958, and July, 1959, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book QQ, pages 108 and 109, reference to which is hereby craved for each lot or tract hereinafter described by number as follows:

ROCKVALE, Section 1: Lots Numbers 1, 8 through 17, inclusive, 20, 25 through 29, inclusive, 31A, 32, 35, 45, 46, 47, 49, 50, 54, 72, 74, 77, 85, 86, 92, 100 through 120, inclusive, 126, 128 through 133, inclusive, and the Northernmost one-half of Lot No. 76, excluding, however, a strip off the rear portion of Lots Nos. 100, 101 and 102, measuring 50 feet on Dumont Avenue conveyed off by a deed recorded in the RMC Office for said County and State in Deed Book 680, page 476.

ROCKVALE, Section 2: Lots Numbers 135 through 164, inclusive, 169, 170, 171, 173 through 182, inclusive, 187, 188, 189, 191, 192, 194 through 204, inclusive, 206 through 218, inclusive, 220 through 228, inclusive, 229, 229A, 230 through 240, inclusive.

The within mortgage is to secure the purchase price of the above described property on this date conveyed by the Mortgagee to the Mortgagor, this being a purchase money mortgage.

The Mortgagor herein reserves the right from time to time upon request to have each of the above numbered lots released from the lien of this mortgage in due form of law upon payment to the mortgagee herein, its successors and assigns, of the sum of \$1,500.00 for each, which shall be applied toward the principal and interest on the note which this mortgage secures.

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.

This Mortgage Assigned to: South Carolina National Bank, Charleston, Charleston, S.C.  
From: American Mortgage & Investment Co.  
on 31st day of August 1970, Assignment recorded  
in Vol. 1166 of R. E. Mortgages on Page 276  
This 11 of Sept 1970 # 6105

For satisfaction see page 618.

For Release of Lots 16, 17, 45, 46, 47, 85, 86, 17 & 1/2 lot 76. Rockvale, see R. E. M. Book 1164 page 273.  
For Release of Lots 49 & 50, Rockvale, see One, see R. E. M. Book 1169 page 25.

For Release of Lots 8, 9, 10, 11, 31-A & 32. Rockvale Dec 1, see R. E. M. Book 1166 page 471.  
For Release of Lots 100 & 101 Rockvale, Dec 1, see R. E. M. Book 1169 page 26.