FILED

MORTGAGE - CORPORATION FORM - John M. Dillard, P.A., Greenville, S.C.

1332 841

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

# MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LINDSEY OF S.C., INC. (formerly 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

BUILDER MARTS OF AMERICA, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of November 20, 1974 herewith, in the sum of:

$30,324.37 and $50,418.61

with interest thereon from date at the rate of 9 per centum per annum, to be paid as provided for in said note; and, This mortgage is to secure a note given by Lindsey Real Estate Co., Inc. for $50,418.61 and to secure a note given by Lindsey of S.C., Inc. (formerly Lindsey Builders, Inc.) for $30,324.37.

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 lot of land with all buildings and improvements thereon, situate, lying and being on the southwestern side of Theodore Drive, in Greenville County, South Carolina, being shown and designated as Lot No.19 on a Plat of Carolina Heights, Property of Dempsey Construction Co., Inc., made by Dalton and Neves, Engineers, dated August 1964 recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book BBB, page 29, reference to said plat is hereby craved for the metes and bounds thereof.

This mortgage is junior in lien to that mortgage given to Carolina Federal Savings and Loan Association by James H. Lindsey dated May 13, 1966 in the original sum of $13,000.00 and recorded in the R. M. C. Office for Greenville County, South Carolina in Mortgage Book 1030, page 592.

This mortgage is junior in lieu to that mortgage given by George A. Still, Jr. et al., to Universal C. I. T. Credit Co., in the original amount of $6,480.00 dated December 10, 1971 and recorded in Mortgage Book 1216, page 443..

This mortgage is junior in lien to that mortgage given by Lindsey of S. C., Inc. to William F. Crawford dated February 5, 1975 in the original sum of $40,000.00 recorded in Mortgage Book 1332, page 802.

The Mortgagor reserves the right to have released from the lien of this mortgage the above described property upon payment to the Mortgagee of the sum of $6,150.00. Said release amount shall be applied first to the $30,324.37 note above mentioned, with any surplus funds to be applied to the $50,418.61 note above described.

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.

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