Mortagee: 801 Washington Ave. FILED Greenville, S GREENVILLE CO.S.C.

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WILLIAM D. RICHARDSON, Attorney at Law, Greenville, S. C. 29603

STATE OF SOUTH CAROLINA 2 59 PH 11 COUNTY OF GREENVILLED HILL S. TANKERSLEY R.H.C.

MORTGAGE OF REAL ESTATE
(CORPORATION)
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JOE E. HAWKINS ENTERPRISES, INC.

existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto

FRANK ULMER LUMBER COMPANY, INC.,

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 certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots Nos. 68, 89,90 and 111, PINE BROOK FOREST SUBDIVISION, as shown on plat of same prepared by Charles K. Dunn, Surveyor, which plat is of record in the R.M.C. Office for Greenville County, S. C., in Plat Book 4X, at Pages 48 and 49, reference to said plats being made for a metes and bounds description thereof.

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ALSO: All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and being designated as portion of Lots Nos. 5 and 6, "Property of James B. Williams", plat being recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK at page 115, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING an at iron pin at the northwestern corner of the interesection of Farr's Bridge Road and Wilcun Drive and running thence with the northern side of Farr's Bridge Road, N. 51-15 W. 100 feet; thence, continuing with the northern side of Farr's Bridge Road, N. 53-00 W. 112.6 feet to an iron pin; thence N. 36-50 E. 140 feet to an iron pin; thence a new line through Lots Nos. 5 and 6, S. 50-59 E. 247.4 feet to an iron pin on the western side of Wilcun Drive; thence with the western side of Wilcun Drive, S. 51-30 W. 140 feet to the beginning corner.

The within conveyance is subject to all restrictions, setback lines, zoning ordinances, utility easements and right of way, if any, affecting the above described property.

This is the identical property conveyed to the Grantor herein by Deed of Joseph H. McCombs, dated March 27, 1973 and recorded in the RMC Office for Greenville County in Deed Book 971 at page 404 on March 30, 1973.

Together with all and singular rights, members, herditaments, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomseever lawfully claiming the same or any part thereof.

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