

JOHN M. DELLARD, Attorney at Law, Greenville, S. C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1099 PAGE 467

GREENVILLE CO. S. C.
MORTGAGE OF REAL ESTATE
AUG 7 1 16 PM 1968 TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, OLLIE FARNSWORTH MAULDIN PLAZA, INC., a South Carolina corporation, (hereinafter referred to as Mortgagor) is well and truly indebted unto NELLE C. COOPER, AS EXECUTRIX OF THE ESTATE OF THOMAS B. COOPER, DECEASED,

(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 Twenty-four Thousand Eight Hundred Fifty and No/100----- Dollars (\$24,850.00) due and payable on the principal in five (5) equal annual installments in the sum of \$4,970.00 each, commencing on the 6th day of August 1969 & for four years thereafter in the sum of \$4,970.00 together with interest on the unpaid principal balance from time to time due, at the rate of six and one-half percent (6½%) per annum, which shall be computed and paid quarterly.

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 tract of land, situate, lying and being on the South-western side of a frontage road within the right of way of U. S. Highway No. 276 in the Town of Mauldin, Austin Township, Greenville County, South Carolina, having according to a plat of the Property of Mauldin Plaza, Inc., made by Carolina Engineering & Surveying Company, dated August 5, 1968, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southwestern side of a frontage road within the right of way of U. S. Highway No. 276, said iron pin being located 550 feet in a Southeasterly direction from the intersection of Rosewood Circle (formerly known as Owens Lane) with the right of way of U. S. Highway No. 276 and at the corner of property sold by Thomas B. Cooper to Paul B. Costner, Sr., by a deed recorded in the RMC Office for said County and State in Deed Book 573, page 191, and running thence along the Southwestern side of the right of way of U. S. Highway No. 276, S. 44-17 E., 383 feet to an iron pin; thence along the line of property owned by Dallas W. Griffin and property owned by the Estate of Thomas B. Cooper, S. 45-43 W., 505.6 feet to an iron pin in the rear line of Lot No. 16, Pine Valley Estates, as shown on a Plat recorded in the RMC Office for said County and State in Plat Book MM, page 138; thence along the rear line of Lots Nos. 16, 17, 18, and 19, Pine Valley Estates, N. 60-37 W., 327.4 feet to an iron pin; thence along the line of property owned by James E. Dodenhoff, Jr. and Paul B. Costner, Jr., N. 26-14 E., 209.8 feet to an iron pin; thence along the line of property owned by Paul B. Costner, Sr., N. 45-43 E., 400 feet to an iron pin, the beginning corner.

The within mortgage is a purchase money mortgage.
The Mortgagor herein reserves the following prepayment and/or subordination privilege, to wit: if, at any time the note which this purchase money mortgage secures shall remain unpaid, the Mortgagor herein, its successors and assigns, shall obtain a mortgage loan for the purposes of constructing permanent improvements on the above described property, then the Mortgagee herein, her successors and assigns, shall at her option either (1) accept full cash payment of the balance due on the note which this purchase money mortgage secures and satisfy the within mortgage in full, or (2) subordinate as a junior lien the within mortgage to a mortgage placed on said property for the purposes of constructing permanent improvements on the condition that certain parties named in the note which this purchase money mortgage secures shall personally and unlimitedly endorse and guarantee payment in full of the balance due on said note.

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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

This mortgage made with interest at 6% per annum... 1970... WILLIAM B. DELLARD... ENTERED AND CANCELLED BY DEED... DAY OF... M. M. C. FOR GREENVILLE COUNTY, S. C. J. R. OULACK, CLERK