

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.

AUG 15 10 33 AM '74  
JONNIE S. TANKERSLEY  
R.H.C.

1974

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Heritage Development Corp., a corporation,

(hereinafter referred to as Mortgagor) is well and truly indebted unto First Piedmont Bank and Trust Company

(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

Fifty Thousand and no/100-----Dollars (\$ 50,000.00 ) due and payable

Six (6) months from date

with interest thereon from date at the rate of 10% per centum per annum, to be paid:

According to the terms of said note

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 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, in the City of Greenville, being known and designated as Lot No. 3, Block 14 of a subdivision known as Boyce Lawn Addition according to a plat thereof dated April 2, 1908, prepared by J. T. Lawrence and recorded in the R.M.C. Office for Greenville County in Plat Book A at Page 179, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Pettigru Street at the joint front corner of Lots Nos. 2 and 3 and running thence along the joint line of said lots S. 15-0 E. 196 feet to an iron pin at the joint rear corner of Lots Nos. 2 and 3 in the line of Lot No. 4 and running thence along the joint line of Lots Nos. 3 and 5 N. 76-45 E. 66 feet and 8" to an iron pin at the corner of Lots Nos. 3, 4 and 5; running thence along the joint line of Lots Nos. 3 and 4 N. 15-0 W. 196 feet to an iron pin on the southern side of Pettigru Street joint front corner of Lots Nos. 3 and 4; and running thence along the southern side of Pettigru Street S. 76-45 W. 66 feet and 8" to the point of beginning.

Being the same property conveyed to Heritage Development Corporation by Walter C. Roberts by deed dated December 16, 1971 and recorded in the R.M.C. Office for Greenville County in Deed Volume 932 at Page 95.

This mortgage is junior in lien to that certain mortgage given by Heritage Development Corporation to First Federal Savings and Loan Association of Greenville, S.C., in the original principal sum of of \$27,000.00 dated December 16, 1971 and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1217 at Page 10.



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.