MORTCAGE OF REAL ESTATE-Offices of MANN & BRISSEY, Attorneys at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

800K 1057 PAGE 167

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS.

Poinsett Home Builders, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Woday M. Austin

(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-Nine Thousand Four Hundred Eighty-Nine and No/100---- Dollars (\$ 59,489.00) due and payable

Due and payable at the rate of \$8,49843 on principal one year from date and a like amount on principal each year thereafter; balance due seven (7) years from date with the privilege to anticipate payment at any time without penalty.

with interest thereon from

date

51/2at the rate of

per centum per annum, to be paid:

annually

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 in the County of Greenville, State of South Carolina, Austin Township, near the Town of Mauldin, containing 76.34 acres and being shown as the Property of Poinsett Home Builders, Inc. on a plat prepared by Carolina Engineering and Surveying Company dated May 4, 1967 and recorded in the R. M. C. Office for Greenville County in Plat Book , at Page _____, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Bethel Road where Gilders Creek intersects said Road and running thence with said Creek the following courses and distances, to-wit: N. 23-00 E. 242 feet; N. 63-00 E. 300 feet; N. 34-40 E. 673 feet; N. 27-45 E. 172.5 feet to a black gum; thence N. 41-15 E. 1147 feet; thence S. 75-00 E. 100 feet to a stake on the southern side of Gilders Creek; thence with the common line of property of the grantor and that now or formerly of R. A. Hill S. 3-00 E. 800 feet to a point; thence S. 27-30 W. 233 feet to a point; thence S. 58-00 E. 622 feet to a point; thence with the common line of Lewers and Brockman as follows: S. 27-44 W. 284.4 feet; S. 6-23 E 534.3 feet; S. 5-07 E. 413.8 feet to the common corner of Property of Lucille B. Ellison; thence with the Ellison line S. 89-30 W. 371 feet; thence continuing with the Ellison line N. 63-45 W. 893 feet; thence crossing Bethel Road S. 31-00 W. 429 feet; thence with the common line of C. S. Verdin, Jr. Property S. 29-11 W. 1200 feet to a point; thence N. 14-30 E. 574 feet to a point on Gilders Creek; thence with the Creek N. 20-00 W. 560 feet; thence continuing with the Creek the line N. 5-00 W. 573 feet to an iron pin on the northern side of Bethel Road, the point of beginning.

This being the same property conveyed to the mortgagor by the mortgagee by his deed of even date and recorded herewith.

The xix and a graph of the control o hanain to much separation and the property with its the expert of the property of the second property of the property of the control of the property of the control of the tox bex released to The mortgagee further specifically agrees to release from the lien of this mortgage without compensation any roads to be cut on this property.

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.

Paid and satisfied of record this the 17th day of Woday M. Questin SATISTED AND CANCELLED OF RECORD 17 DAY OF May 1968 Witness Genericus G. Williams Ollie Farroworth

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