



MORTGAGE OF REAL ESTATE - SOUTH CAROLINA

This Mortgage made this 31st day of December 1969, between

HENRY W. HENDERSON and wife, LUCILLE S. HENDERSON

called the Mortgagor, and BRICK HOMES, INC. hereinafter called the Mortgagee

WITNESSETH

WHEREAS, the Mortgagor in and by his certain promissory note in writing of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Eighteen Thousand One Hundred Thirteen and 40/100 Dollars (\$18,133.40), with interest from the date of maturity of said note at the rate set forth therein, due and payable as set forth in said note.

NOW THEREFORE, the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of \$3.00 to him in hand paid by the Mortgagee at and before the sealing and delivery of these presents hereby bargains, sells, grants and releases unto the Mortgagee, its successors and assigns, the following described real estate situated in Greenville County, South Carolina: BEGINNING at an iron pin in the southerly margin of S. C. Highway No. 418, a corner of the property of Henry Henderson, and running thence S. 71-53 W. 38 feet to a point; thence continuing with said southerly margin of S. C. Highway No. 418, S. 75-32 W. 194 feet; thence S. 78-57 W. 208 feet; thence S. 81-55 W. 106.7 feet; thence S. 8-41 E. 625.6 feet; thence S. 45-45 E. 367 feet; thence N. 78-00 E. 457 feet to an iron pin; thence N. 21-06 W. 73 feet; thence N. 25-08 E. 76 feet; thence N. 51-11 W. 95.5 feet; thence N. 32-08 E. 73 feet; thence N. 6-59 W. 234 feet; thence N. 10-16 E. 49 feet; thence N. 22-02 W. 105 feet; thence N. 75-51 W. 120.5 feet; thence N. 15-42 W. 237.6 feet to the point or place of BEGINNING, and containing 13.11 acres as shown on survey of the property of Henry Henderson by Dalton & Neves, Registered Engineers, dated January 1969.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any-wise incident or appertaining, or that hereafter may be erected or placed thereon.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay all taxes, levies and assessments which are or become liens upon the said real estate when due, and to exhibit promptly to the Mortgagee the official receipts therefor.
3. To provide and maintain fire insurance with extended coverage endorsement, and other insurance as Mortgagee may require, upon the buildings and improvements now situate or hereafter constructed in and upon said real property, in companies and amounts satisfactory to and with loss payable to the Mortgagee; and to deliver the policies for such required insurance to the Mortgagee.
4. In case of breach of covenants numbered 2 and 3 above, the Mortgagee may pay taxes, levies or assessments, contract for insurance and pay the premiums and cause to be made all necessary repairs to the buildings and other improvements, and pay for the same. Any amount or amounts so paid out shall become a part of the debt secured hereby, shall become immediately due and payable and shall bear interest at the highest legal rate from the date paid.

This Mortgage Assigned to I.D. S. Home Corporation on 5th day of May 1969. Assignment recorded in Vol. 1126 of R. E. Mortgages on Page 603

SATISFIED AND CANCELLED OF RECORD 25 DAY OF June 1971 Willie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 4:55 O'CLOCK P. M. NO. 31659

FOR SATISFACTION TO THIS MORTGAGE SEE R. E. M. BOOK 1197 PAGE 02