

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.

BOOK 1155 PAGE 253

MAY 15 12:35 PM '70 MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTH WHOM THESE PRESENTS MAY CONCERN:
R. M. C.

WHEREAS, Develcorp, Inc., is

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

E. W. Green and Gertrude Pitts Green

(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 Forty-Two Thousand, Forty-Six and 20/100

Dollars (\$42,046.20) due and payable in five (5) equal annual installments of Eight Thousand, Four Hundred Nine and 24/100 (\$8,409.24) Dollars, the first installment due one year from date and the succeeding annual installments due on successive one year anniversaries from said date,

with interest thereon from date at the rate of eight (8%) 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 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, as is more fully shown on a topographical survey for Develcorp, Inc. prepared by Dalton & Neves, Engineers, dated February 1970, containing 8.46 acres, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southeastern side of East North Street Extension at the corner of property of R. F. S. Corporation and running thence along the line of said property, S. 36-58 E. 1,095.1 feet to an old iron pin at the corner of property of Gibson Bros., Inc. and running thence along the line of said property, S. 1-24 W. 429 feet to an iron pin at the corner of property of Farrell; running thence along the line of property of Farrell and Margaret D. Smith, N. 37-59 W. 593.7 feet to an old iron pin; thence along the rear lines of Lots 9, 8, 7, 6, 5, 4, 3 and 2, N. 38-53 W. 909 feet to an old iron pin on the southeastern side of East North Street Extension; running thence with the southeastern side of East North Street Extension, N. 65-57 E. 315 feet to the point of beginning.

LESS, HOWEVER, all that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville as is more fully shown on plat of Property of Develcorp, Inc. prepared by Dalton & Neves, Engineers, Greenville, S. C., dated April 1970, containing 1.402 acres and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of East North Street Extension at the corner of property of R. F. S. Corporation and running thence along line of said property, S. 36-58 E. 274 feet to an iron pin; thence along line of property of Develcorp, Inc., S. 53-02 W. 205.33 feet to an iron pin; thence with line of property of Develcorp, Inc., N. 36-58 W. 321.09 feet to an iron pin on the southeastern side of East North Street Extension; thence with the southeastern side of East North Street Extension, N. 65-57 E. 210.66 feet to the point of beginning.

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.

*For Release Unit 3-A, Town Park au A. E. M. Book 1173 Page 456.
For Release, Unit 2-A, Town Park au R. E. M. Book 1172 Page 66.*

*The Subordination of Mortgage au R. E. M. Book 1168 Page 516.
For Consent See Deed Book 891 Page 287 deed to Town Park of Greenville, S.C.*