

MORTGAGE OF REAL ESTATE—Office of the Register of Deeds, Greenville County, South Carolina, Barton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

FILED
GREENVILLE COUNTY, S. C.
SEP 24 3 02 PM '70STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEOLLIE FARNSWORTH
R. M. C.

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: New Catalina, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto June E. Smallwood and
Roger W. Smallwood

(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 One hundred fifty thousand

four hundred fifty-four and 05/100----- DOLLARS (\$150,454.05),
with interest thereon from date at the rate of 7- per centum per annum, said principal and interest to be repaid:DRM 7,746.93
in monthly installments of \$1741.65, first payment being due November 1, 1970 and a like payment to be paid on the 1st day of each month thereafter until paid in full with full privilege of anticipation in whole or in part at anytime without penalty. The above stated monthly payments are to include interest.

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 Butler Township, on the southeastern side of U. S. Highway 29 containing 3.952 acres, more or less, and having according to revised plat made by Dalton & Neves, Engineers, April, 1951, recorded in Plat Book AA at page 31, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of the right of way of U. S. Highway 29 which pin is at the joint front corner of property now or formerly of Catalina Hotel Court, Inc. and Lois B. Green and running thence along line of said Lois B. Green property S 59-30 E 400 feet to an iron pin in line of property now or formerly of A. B. Green; thence with A. B. Green property S 43-10 W 540 feet to a point in the center of Brushy Creek; thence with meanders of Brushy Creek as a line the traverse being N 24-20 W 160 feet to an iron pin; thence N 42-53 W 223.5 feet to an iron pin on the southeastern side of the right of way of U. S. Highway 29, thence along the southeastern side of U. S. Highway 29, N 43-10 E 85 feet to an iron pin; thence still along said right of way of U. S. Highway 29, N 46-50 W 20 feet to an iron pin; thence still with said right of way N 43-10 E 291.3 feet to the point of beginning.

The above described property is also shown as a tract with a combined acreage of 4.39 acres as shown on two separate plats prepared by Jones Engineering Service dated March 23, 1970 and recorded in Plat Book 4H at page 23 in the RMC office for Greenville County.

This is the same property conveyed to the mortgagor herein by deed to be recorded herewith.

(DESCRIPTION CONTINUED)

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.

The mortgagees agree to subordinate the lien of their mortgage to any new first mortgage or lease covering any or all of the property described herein provided said first mortgage does not exceed \$200,000.00. The mortgagees further agree to release that parcel or land from the lien of their mortgage designated as two acres on survey by Jones Engineering, March 23, 1970, upon full payment of \$50,000.00.