

MORTGAGE OF REAL ESTATE  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

GREENVILLE CO. S. C.  
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JUL 1 3 26 PM '71  
OLLIE FARNSWORTH  
R.M.C.

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MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Edward W. Hyde and Mary W. Hyde

(hereinafter referred to as Mortgagor) is well and truly indebted unto Jack E. Shaw Builders, Inc.

(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 Eight Thousand Seven Hundred and No/100-----

----- Dollars (\$ 8,700.00 ) due and payable

As set out below.

with interest thereon from \_\_\_\_\_ at the rate of 7½ per centum per annum, to be paid:

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, lying and being on the eastern side of Lambourn Way being shown and designated as Lot 76 on Plat entitled Kingsgate by Piedmont Engineers & Architects, January 9, 1969, and recorded in the R. M. C. Office for Greenville County, in Plat Book WW, at Pages 44 and 45, and having according to said Plat, the following metes and bounds, to-wit:

Beginning at a point on the eastern side of Lambourn Way, joint front corner of Lots 76 and 78, and running thence along the common line of said Lots N. 73-25 E. 161.8 feet to a point; thence running along the rear lines of Lots 77 and 75 S. 16-50 E. 125.0 feet to a point; thence along the common line of Lots 74 and 76 S. 73-25 W. 163.2 feet to a point on the eastern side of Lambourn Way; thence along the said Lambourn Way N. 16-35 W. 125.0 feet to the point of beginning.

\$4,500.00 of which is due on or before September 1, 1971, or upon the sale of residence at 755 Danners, Cincinnati, Ohio, whichever occurs first, and the remaining \$4,200.00 shall be due on or before September 1, 1972. The first payment of \$4,500 shall bear no interest if paid by maturity, and if not, said payment shall bear interest at the rate of 7½ per cent per annum. The balance of \$4,200 shall not bear interest if paid within a six (6) month period from date of \$4,500 payment as referenced hereinabove. If, in the event said \$4,200 payment is not made within said period, interest shall be paid at maturity at the rate of 7½ per annum, with interest to commence 6 months after date of \$4,500 payment, if said payment occurs on or before September 1, 1971, and if said \$4,500 payment does not occur until September 1, 1971, then, and in that event, interest shall commence on the \$4,200 payment on March 1, 1972.

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 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.