MORTGAGE OF REAL ESTATE Offices of CARTER, PHILPOIT, JOHNSON & SMITH Attorneys at Law

STATE OF SOUTH CAROLINA,

Y.

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

WHEREAS, I, JAMES W. OLLER

hereinafter called the mortgagor(s), is (are) well and truly indebted to

BLACK'S MECHANICAL CONTRACTORS, INC. hereinafter called the mortgagee(s), in the full and just sum of Twenty-two Thousand and no/100-----(\$22,000.00)----

Dollars, in and by a certain promissory note in writing of even date herewith, due and payable as follows: due and payable at the rate of Three Thousand Six Hundred and no/100 Dollars (\$3,600.00) per year, beginning one year from date, and on the same day of each year thereafter until paid in full,

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at the rate of Nine (91) date with interest from per centum per annum until paid; interest to be computed and paid annually and if unpaid when due to

bear interest at the same rate as principal until paid, and the mortgagor(s) has (have) further promised and agreed to pay a reasonable amount due for attorney's fee if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to the mortgagor(s) in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents to grant, bargain, ell and release unto the said mortgagee(s) the following described real property:

ALL that piece, parcel or lot of land, consisting of 1.11 acres as shown on plat of survey of Benjamin Booth Company, dated September 23, 1969, and revised September 30, 1969 and January 29, 1970, by Carolina Engineering and Surveying Company, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the line of property now or formerly of Philpot, which point is N. 55-50 W., 293.9 feet from an old iron pin, and running thence N. 18-36 W., 179.5 feet to a point; thence N. 71-24 E., 350 feet to a point; thence S. 60-4E., 89 feet to a point on the line of property now or formerly of Philpot, thence running with said line, S. 55-50 W., 424.9 feet to the point of beginning.

TOGETHER WITH:

A right of way easement into Grantee, his successors and assigns, in and to the 20 foot drive shown on said plat ant the further right to construct, maintain, and operate a 20 foot drive from the above described property to the existing 20 foot drive shown on said plat, and the further right to cross the 5.56 acre tract shown on said plat to reach the City Water Supply, all in accordance with the reservation of Grantor in that certain Deed to Benjamin Booth Company dated February 20, 1970, and recorded in the R.M.C. Office for Greenville County in Deed Book 884 at page 611.

This conveyance is subject to all restrictions, zoning ordinances, setback lines, roads or passageways, easements and rights of way, if any, affecting the above described property.

This is a purchase money mortgage given to secure a portion of the purchase price of the above described property.

For deed into Mortgagor, see deed from Black's Mechanical Contractors, Inc. Dated Pebruary 15, 1979 and recorded herewith.

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MORTGAGEE'S MAILING ADDRESS: P.O. Box 109, Travelers Rest, SC

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