

Box 6807, Greenville, S. C. 29606
MORTGAGE OF REAL ESTATE—Offices of John G. Cheros, Attorney at Law, Greenville, S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Bobby Joe Jones Builders, Inc. and A. J. Prince Builders, Inc.
(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Community Bank

(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 Ninety five Thousand and no/100

DOLLARS (\$ 95,000.00-),

with interest thereon from date at the rate of 14 per centum per annum, said principal and interest to be repaid:

Interest payable monthly beginning one month from date and principal payable in three equal annual installments of \$31,666.67 each, beginning one year from date.

Mortgagee agrees to release individual lots not exceeding 15,000 square feet from the lien of this mortgage upon the payment to the mortgagee of the sum of \$2,000 to be applied toward principal, provided all other sums due under the debt represented by this mortgage are paid current at the time of each release. The mortgagors further agree that all **

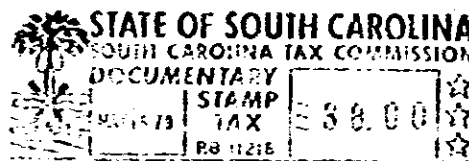
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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,

All those pieces, parcels or tracts of land lying in the State of South Carolina, County of Greenville, shown as 10.82 acres on plat entitled Survey for A. J. Prince and James Lindsey, recorded in Plat Book 7A at page 68, 3.26 acres shown on Survey for A. J. Prince and James Lindsey, recorded in Plat Book 7E at page 84; and 22.60 acres, shown on Survey for A. J. Prince and James Lindsey, recorded in Plat Book 7E at page 85, and having such courses and distances as will appear by reference to said plat, Less, however, 3.0 * acres, shown on plat of A Portion of Property of A. J. Prince and James Lindsey, recorded in Plat Book 7E at page 83 and having such courses and distances as will appear by reference to said plat. Being the same property conveyed by L. H. Tankersley by deed recorded herewith.

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** net proceeds from the sale of individual lots shall be deposited and maintained in a separate escrow account in the name of John G. Cheros, Agent for Bobby J. Jones and A. J. Prince, and said funds will be released only for payment of interest on the debt secured by this mortgage and/or improvements to be constructed on the property described herein. In the event mortgagors sell an undivided one-half interest to individual lots to each other, the sales price for said undivided one-half interest shall *** 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. *** not be less than \$3,250 and the mortgagor purchasing said undivided one-half interest shall contribute an additional \$3,250 to the escrow account described herein, with appropriate adjustments for pro rata taxes, deed preparation, deed stamps and interest and releases to Community Bank and John G. Cheros.

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