Weston Street, Fountain Thin, SC, 29644

MORTGAGE OF REAL ESTATE Prepared by RILEY AND RILEY, Attomeys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

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

WHEREAS,

RSW ENTERPRISES, INC.

A SALIR SLEY

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

SOUTHERN BANK AND TRUST CO.

(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 -----TWENTY-FIVE THOUSAND and NO/100------

-----Dollars (\$ 25,000.00) due and payable

on demand in 180 days

with interest thereon from

date

at the rate of 11.835 per centum per annum, to be paid: quarterly

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 the Town of Fountain Inn, on the North side of Jones Mill Road, known and designated on a plat of the Floyd and Mary W. Weathers land as Lot No. 3, said plat made by E. E. Gary, Surveyor, on May 11, 1950 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern edge of said Jones Mill Road, being joint front corner with Lot No. 2 of said survey, said lot now or formerly owned by the said Floyd and Mary W. Weathers, running thence along line of said Lot No. 2 N. 71 W. 155 feet to an iron pin on line of other lands of the said Weathers; thence S. 20-1/2 W. 80 feet to an iron pin, joint back corner of Lot No. 4 of said survey, now or formerly owned by H. L. Pettitt and Madge G. Pettitt; thence with line of Lot No. 4, the said Pettitt Lot, S. 71 E. 157.5 feet to an iron pin, joint front corner with said Pettitt Lot on Jones Mill Road; thence with the Jones Mill Road N. 19 E. 80 feet to an iron pin, the point of beginning, and bounded by Lot No. 2 of the said Weathers, other lands of the Weathers, Lot No. 4, now or formerly owned by Pettitts and the Jones Mill Road. This being the same property conveyed to the Mortgagors herein by Deed of Mrs. Alvis H. Nash of even date to be recorded.

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 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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