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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

OLLIE FARMS AGRITH

MORTGAGE OF REAL ESTATE

R. M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, HUDSON STUDIOS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted un to ASSOCIATES INVESTMENT CO., 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

with interest thereon from date at the rate of /

per centum per annum, to be paid: Semi-annually.

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, 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, Greenville Township, being on the Northeast side of Old Buncombe Road and being known and designated as the major portion of Lot No. 1 on plat of property of Royal Heights, prepared by Dalton & Neves, dated April, 1948, and recorded in the Office of the R. M. C. for Greenville County in Plat Book W, at page 25, and having according to a more recent plat of the Property of Hudson Studios, Inc., prepared by C. C. Jones, Engineers, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeastern side of Old Buncombe Road at the corner of Lot no. 2, thence North 35-34 East 519.4 feet to an iron pin; thence North 5-38 West 246 feet to an iron pin; thence South 59-18 West 747.5 feet to an iron pin; thence South 63-53 West 144.7 feet to an iron pin; thence South 26-07 West 100 feet to an iron pin; thence South 63-53 East 309.6 feet to an iron pin, the point of Beginning.

The mortgagor shall have the right and privilege of removing any and all improvements located on said property or the right and privilege of relocating any and all improvements on said property.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 Mortgagor free free free and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK _____PAGE 363

SATURIED AND CANCELLED, OF RECORD

SATURDAY OF GLADIC

R. N. O DOR GREENVELLE COUNTY, S. C.
AT 1445 OCCOOR & N. NO. 1.2770