FILED CREENVILLE CO. S. O., MORTGAGE OF REAL ESTATE-Offices of Leatherwood, Walker, Told & Mann, Attorneys at Law, FEB. 10 11 7 NH '70

BOOK 1148 PAGE 33

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

## MORTGAGE OF WHEAT ESTATE TO ALL WHOM THESE CRESENTS MAY CONCERN

THOMAS G. DAVIS, JR., AS TRUSTEE UNDER AGREEMENT WITH CHRISTIE C. PREVOST 1970. DATED JANUARY 26

thereinafter referred to as Mortgagor) is well and truly indebted unto EMMA POAG CATHCART. INDIVIDUALLY AND AS TRUSTEE

thereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated berein by reference, in the sum of Fifty Thousand and No/100---

Dollars (\$50.000.00 I due and navable

\$25,000.00 on January 10, 1971, with interest on the unpaid balance at the rate of eight per cent (8%) per annum; and the additional sum of \$25,000.00 payable on January 10. 1972, with interest on the unpaid balance at the rate of eight per cent (8%) per annim.

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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgages 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 Mortgagoe 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 Mortgager 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:

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ALL that certain piece, parcel or tract of land in the City of Greenville, Greenville County, South Carolina, on both sides of Woodlark Street, containing 12.18 acres, more or less, according to a survey and plat by Carolina Engineering and Surveying Company dated June 13, 1969, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING in the center line of A.C.L. Railroad right-of-way at the Southwest corner of property owned by the Greenville Housing Authority and running thence N. 68-27 E. 138.7 feet to a concrete monument; thence N. 50-02 E. 1,250.5 feet to the center line of Fleming Drive; thence S, 26-05 E. 439.4 feet to a point in Woodlark Street; thence S. 47-08 W. 200 feet to a point; thence S. 54-41 W. 100 feet to a point; thence S. 66-19 W. 937.2 feet to a point in the a point; thence S. S-3-1 and S. S-2 to a point; thence N. 53-50 W. 3.9 feet to a point; thence N. 50-55 W. 200 feet to a point; thence N. 49-44 W. 150 feet to the point of beginning.

ALSO, all that certain piece, parcel or tract of land in the City of Greenville, Greenville County, South Carolina, South of and adjoining the above described tract, and containing 11 acres, more or less, according to a survey and plat by Carolina Engineering and Surveying Company dated June 13, 1969, and having, according to said plat, the following metes and bounds.

BEGINNING at a point in the center of Woodlark Street at the Southeast corner of the above described tract and running thence S. 26-05 E. 18 feet to a point; thence S. 27-47 E. 529 feet to a point; thence S. 70-19 W. 1,023.6 feet to a point in the center line of the A.C.L. Railroad right-of-way; thence with the center line of said right-of-way N. 60-55 W. 55.9 feet; thence N. 58-11 W. 200 feet; thence N. 53-50 W. 196.1 feet; thence leaving the center line of said right-of-way and running N. 66-19 E. 937.2 feet to a point; thence N. 54-41 E. 100 feet to a point; thence N. 47-08 E. 200 feet to the point of beginning.

The mortgagee agrees to subordinate this mortgage to (1) a twenty (20) year lease to be entered into between the mortgagor and the Housing Authority for the City of Greenville, South Carolina, covering multiple family dwelling units to be constructed on the property; and (2) construction and permanent mortgage loans in an amount or amounts not to exceed \$700,000.00, provided the proceeds of such loans are used for the construction of improvements on the property.

This is a Purchase Money Mortgage, subordinated to the above paragraph.

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Together with all and singular rights, members, hereditaments, and apputtenances to the same belonging in any way incident or appertaining, and all of the reuts, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attacked, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.