ELECO. Walker, Todd & Mann, Attorneys at Law, Greenville, S. C. 800K 1149 PAGE 291

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

4 06 PH '71 MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTHALL WHOM THESE PRESENTS MAY CONCERN. R.M.C.

WHEREAS C. R. LAEMMEL AND BEVERLY S. LAEMMEL.

(hereinafter referred to as Mortgagor) is well and truly indebted unto CHARLES H. LAEMMEL AND MILDRED LAEMMEL. Trustees under that certain Trust Agreement dated July 1, 1960 for the benefit of C. Richard Laemmel, Robert A. Laemmel and Marjorie L. Compton,

thereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incomporated herein by reference, in the sum of Thirty-One Thousand Dollars (\$31,000.00), to be advanced in three installments and payable on demand during construction, provided that upon the sale of that certain property owned by C. R. and Beyerly S. Laemmel located at 228 Byrd Boulevard, the net proceeds of said sale shall be applied to this outstanding indebtedness and a new note shall be executed for the remaining balance due;

advance

with interest thereon from receipt of each of the rate of advance. 88 per centum per annum, to be paid: monthly after each

WHENEAS, the Morigagor 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 scaling 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 on the northern side of Mustang Circle, being shown and designated as Lot No. 26 on a Plat of the subdivision of S. I. Ranchettes, Sec. 1, made by Dalton & Neves, Engineers, dated April, 1965, and recorded in the RMC Uffice for Greenville County, S. C. in Plat Book JJJ, page 31, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Mustang Circle at the joint front corner of Lots Nos. Nos. 26 and 27, and running thence N. 24-45 W. 397.2 feet to an iron pin in or near Gilders Creek; thence with Gilders Creek as the line, the traverse line being S. 84-34 E. 336.1 feet to an iron pin at the joint rear corners of Lots 25 and 26; thence with the common line of said lots S. 13-30 E. 288.2 feet to an iron pin on Mustang Circle; thence with the northerly side of Mustang Circle S. 78-30 W. 240 feet to an iron pin, the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertuluing, 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 belog 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.