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COUNTY OF GREENVILLOLLIE FARNSWORTH

MORTGAGE OF REAL ESTATE

R.M.C

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Henson Real Estate, Inc.

(hereinefter referred to as Mortgagor) is well and truly indebted unto Bella Vista Motels, Inc.

\$50.00 on or before January 10, 1972 and a like amount on or before the 10th of each month thereafter with a balance of \$15,000.00 on or before July 1, 1972

with interest thereon from date at the rate of eight per centum per annum, to be paid: monthly in advance

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly ed, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, 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, situate in the Town of Fountain Inn on the Eastern side of Quillen Avenue and being more fully described, to-wit:

BEGINNING at an iron pin at the corner of property formerly belonging to Kesler and running thence S. 57-75 E. 200 feet to an iron pin; thence N. 33-5 E. 65 feet to an iron pin; thence N. 57 W. 200 feet to an iron pin on the edge of Quillen Avenue; thence along the edge of said Avenue, 68 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the Mortgagor by deed of Blake P. Garrett and Louise Y. Garrett recorded in the R. M. C. Office for Green-ville County.

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 encumbes 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 fawfully claiming the same or any part thereof.