Auc 17 3 07 PH '72

STATE OF SOUTH CAROLINA FLIZABETH RIDDLE

COUNTY OF

R.M.C. Greenville

600K 1245 PAGE 321

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

FOUNTAIN INN BUILDERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted un to PALMETTO REAL ESTATE TRUST

(hereinafter referred to as Mortgages) 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  $\,$  Twelve Thousand and No/100 $-\cdot$ 

Dollars (\$12,000.00 ) due and payable

sixty days from date hereof;

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

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, State of South Carolina, on the Northern side of Harrison Bridge Road, and shown as 1.0 A. on plat entitled "Property of Katherine Canada Smith" by T. H. Walker, Jr., dated April 5, 1972, which Plat is recorded in the R.M.C. Office for Greenville County in Plat Book 4-Q, Page 81, and has, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Harrison Bridge Road, at the joint corner of property of Willie Albert Black and running thence along the Black line N. 10-13 E. 294.4 ft. to an iron pin; thence along other property of Joe W. and Beatrice P. Sweeney S. 78-09 W. 159.65 ft. to an iron pin; thence along other property of Sweeney S. 10-13 W. 294.4 ft. to an iron pin on the Northern side of Harrison Bridge Road; thence along the side of said road N. 78-09 E. 159.65 ft. to an iron pin at the point of beginning. is the same property conveyed to the mortgagor herein by deed from Katherine Canada Smith dated July 11, 1972 and recorded in the R.M.C. Office for Greenville County.

AISO: AISO that lot of land lying in the State of South Carolina, County of Greenville, on the southern side of S. C. Road S-542, containing 0.35 A., more or less, and shown on a Plat entitled "Property of Katherine Canada Smith, by T. H. Walker, Jr. dated June 21, 1972 and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of S. C. Road S-542, joint corner of other property of Joe W. and Beatrice P. Sweeney, and running thence S. 10-13 W. 127.85 ft. to an iron pin; thence along the line of other property conveyed by Joe W. and Beatrice P. Sweeney to Katherine Canada Smith in Deed Book 943 at Page 419, N. 78-09 E. 159.65 ft. to an iron pin; thence N. 10-13 E., 78.4 ft. to an ironpin on the southern side of the above referred to Road and running thence along the southern side of said Road N. 88-09 W. 83.2 ft. to an iron pin; thence N. 1-51 E. 11 ft. to an iron pin; thence N. 88-09 W. 64.7 ft. to an iron pin at the point of beginning. This being the same property conveyed to the Mortgagor herein by deed from Katherine Canada Smith dated July 11, 1972 and recorded in the R.M.C. Office for Greenville 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 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 Mortgagee forever, from 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 \_\_\_\_PAGE \_\_\_\_\_PAGE SATISFIED AND CANCELLED OF RECORD