, V.Y.

DEC. 14 2 17 BH 172 county of Green \$1140 BETH BIDDLE R.M.C.

BOOK 1260 PAGE 497

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, FOUNTAIN INN BUILDERS, INC.

(hereinafter referred to as Mortgager) is well and truly indebted unto

PALMETTO REAL ESTATE TRUST

sixty (60) days from date hereof;

with interest thereon from date at the rate of eight per centum per annum, to be paid: 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 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 of lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the Town of Fountain Inn, being shown and designated as Lot 10 on plat entitled "Fountain Inn Builders, Inc." prepared by Joe E. Mitchell, R.L.S., dated October 26, 1972 and being more particularly described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the edge of Hellams Street, the joint front corner of Lots 9 and 10, and running thence along joint property line of Lot 9 S. 67-55 E. 324.2 feet to an iron pin, said iron pin being joint rear corner of Lots 9 and 10; thence along joint property line of Woodland Heights Subdivision S. 27-18 W. 86.6 feet to an iron pin, said iron pin being joint rear corner of Lots 10 and 11; thence along joint property line of Lot 11 N. 67-55 W. 305.8 feet to an iron pin in the edge of Hellams Street, said iron pin being joint front corner of Lots 10 and 11; thence along edge of Hellams Street N. 13-45 E. 113.8 feet to an iron pin in the edge of Hellams Street; thence N. 22-01 E. 14.5 feet to the point of beginning.

THIS BEING the same property as conveyed to the Mortgagor herein by deed from C. J. Jones, Jr. dated November 9, 1972 and recorded in the RMC Office for Greenville County, S. C.

Together with all and singular rights, members, herditaments, and oppurtegances 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 Mortgages, its heirs, successors and assigns, forever.

The Mortgedor equinants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and it lawfully sufficient 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 Mortgegor further covenants to warrant and forever defend all and singular the said premises unto the Mortgegor ferever, from and against the Mortgegor and all persons whomsoever tabifully claiming the same or any part thereof.