ADDRESS: 1407 Brenduraly Nucyok, NY 10018

MORTGAGE - INDIVIDUAL FORMED MITCHELL & ARIAIL, GREENVILLE, S.C.

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COUNTY OF GREENVILLE 11 14 PH 18

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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. William W. Poole and Wilma J. Poole

thereinalter referred to as Mortgagor) is well and truly indebted unto Gregge Sport, Ltd., a New York corporation

(hereinafter referred to as Mortgagee) 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

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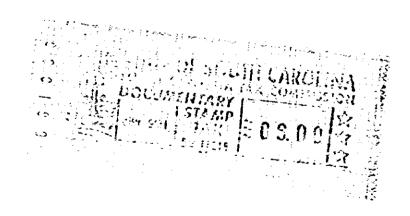
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 (43.00) to the Mortgagor in hand well and truly paid by 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 (43.00) to the Mortgagor in hand well and truly paid by the Mortgagee at any time for advances made to or for his account by the Mortgagee, 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 unio the Mortgagee, its successors and assigns:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville in the section south of the City of Greenville known as CITY VIEW, and being known and designated as Lot No. 80, Block B according to a plat made by W. A. Adams, dated March 18, 1911 and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book A at Pages 460 and 461 and having the following metes and bounds according to said plat:

BEGINNING at a pin on the west side of Henderson Street at the corner of O'Neal Street and running thence with O'Neal Street, N. 89-1/2 W. 150 feet to a pin on a 10 foot alley; thence with said alley, N. 00-30 E. 50 feet to a pin, joint corners with lot no. 79; thence along the line of lot no. 79, S. 89-1/2 E. 150 feet to a pin on Henderson Street; thence along said Henderson Street, S. 00-30 W. 150 feet to the beginning corner.

The above property is the same property conveyed to the mortgagors by deed of Ray T. Dempsey, William C. Dempsey, Helen D. Gulledge and Lillie D. Perry to be recorded herewith.



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 therefrom, 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 wherein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and sugainst the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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