Mortgagee's Mailing Address: Box 4432, Greenville, S.C. 29608 5008 1553 7/2633

STATE OF SOUTH CAROLINA 182
COUNTY OF GREENVILLENTE STATE ANNERSLEY

## MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, Cleveland Court Development Company, a South Carolina General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto Poinsett Home Builders, Inc.

(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

Five Thousand Six Hundred and no/100------Dollars (\$ 5,600.00 ) due and payable

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

in two consecutive annual installments

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

ALL that piece, parcel or lot of land with all improvements thereon situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the Northern side of Choice Street and known as Lot No. 33 on Plat of Oakland Heights, having the following metes and bounds:

BEGINNING at the corner of Lot No. 32 on Choice Street and running thence S. 34-50 W. 150 feet to the point; thence S. 62-19 E. 60 feet to a point; thence N. 34-50 E. 150 feet to Choice Street, corner of Lot No. 34; thence along Choice Street, N. 62-19 W. 60 feet to the beginning corner.

This is the same property conveyed to Mortgagor by Mortgagee by deed of even date to be recorded herewith.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, 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 being the intention of the parties hereto that all 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 provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee Horever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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