

*For Release Lot 78 see R. E. M. Book 1171 Page 170.
For Release Lot 9 see R. E. M. Book 1138 Page 430*

STATE OF SOUTH CAROLINA NOV 17 3 05 PM 1968

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

BOOK 1109 PAGE 239

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, McCall-Threatt Enterprises, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Annie Lura Jenkins

(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 Forty-Four Thousand Eight Hundred Eighty-One and 88/100 Dollars (\$ 44,881.88) due and payable \$11,220.47 plus interest on the 13th day of November, 1969, and \$11,220.47 plus interest on the 13th day of each and every November thereafter until the 13th day of November, 1972, when the entire amount of unpaid principal and interest shall be due and payable; payment to be applied first to the interest and then to the principal.

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

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, Butler Township, on the southwestern side of Devenger Road, containing 24.27 acres, more or less, according to a plat of "Survey for McCall-Threatt Enterprises, Inc.", dated October 7, 1968, prepared by Piedmont Engineers & Architects, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 222, at page 75, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and bottle cap in the center of Devenger Road at joint front corner of property within conveyed and property of McCall-Threatt Enterprises, Inc. and running thence along said Road, S. 58-36 E. 98.9 feet to a nail and bottle cap in the center of said Road; thence along a line of "house lot", S. 31-24 W. 210 feet to a point; thence along a line of "house lot", S. 58-36 E. 210 feet to a point; thence along a line of "house lot", N. 31-24 E. 210 feet to a nail and bottle cap in the center of Devenger Road; thence along the center of Devenger Road, S. 58-36 E. 428.55 feet to a nail and bottle cap in the center of said Road; thence S. 32-27 W. 20 feet to an iron pin on the southwestern edge of said Road; thence S. 32-27 W. 659.4 feet to an iron pin; thence S. 50-29 E. 446.38 feet to an iron pin; thence S. 46-16 W. 836.19 feet to an iron pin; thence along a line of property of Merrifield Park, N. 74-58 W. 300 feet to an iron pin; thence N. 1-51 W. 435.44 feet to an iron pin; thence N. 1-37 E. 504.27 feet to an iron pin; thence N. 8-54 W. 117.14 feet to an iron pin; thence N. 23-39 E. 366.32 feet to an iron pin; thence N. 32-35 E. 365.76 feet to an iron pin on the southwestern edge of Devenger Road; thence N. 24-11 E. 18.5 feet to the beginning corner.

THE Mortgagee agrees that at any time after six months from date, upon the payment of the sum as set out below, and provided the within described property has been subdivided and a plat approved by the Greenville County Planning Commission has been recorded in the RMC Office for Greenville County, South Carolina, she will release the lien of any lot, but the total number of lots so released shall not exceed Ninety (90%) per cent of all of the lots into which this land is subdivided. The sum to be paid the Mortgagee at the time she releases any lot shall be determined by dividing the principal amount of the promissory note which this mortgage secures by a number equal to Ninety (90%) per cent of the number of lots into which the within described property is subdivided. The dividend so attained is the amount of money which is to be paid at the time of the release of each lot.

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 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: _____

SATISFIED AND CANCELLED OF RECORD

DAY OF _____ 1971

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT _____ O'CLOCK _____ M. NO. _____

OVER

For Release Lot 81, see R. E. M. Book 1134, Page 542.

*For Release Lot 7, see R. E. M. Book 1138, Page 430.
For Release Lot 9, see R. E. M. Book 1138, Page 430.
For Release Lot 86, see R. E. M. Book 1141, Page 64.
Merrifield Park see R. E. M. Book 1131, Page 879.*