MORTGAGE OF REAL ESTATE-Mann File D. Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

GREENVILLE CO. S. O.

STATE OF SOUTH CAROLINA

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COUNTY OF GREENVILLIBUG 4 2 31 PH '69 MORTGAGE OF REAL ESTATE

OLLIE FARNSWORTHO ALL WIIOM THESE PRESENTS MAY CONCERN. R. M. C.

WHEREAS, Nationwide Laboratories, Inc.

fluereinafter referred to as Mortgagor) is well and truly indebted unto Starmaker, Inc.

six (6) months from date,

with interest thereon from date

at the rate of Eight per centum per annum, to be paid: upon payment of

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe for such further some as may be advanced to ur for the Mortgagor's account for taxes, insurance promiums, 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor 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, self and release unto the Mortgagor, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or becauter constructed thereon, situate, bying and being in the State of South Carolina, County of Greenville, and being a portion of Property of Alma McNell Jones as shown on plat thereof recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK, at Page 104, and having the following metes and bounds, to-wit:

Beginning at an old iron pin in White Horse Road, 5.3 feet from the edge thereof and 544.3 feet, more or less, from the corner of Augusta Road and White Horse Road, and running thence N. 59-17 E. 165.6 feet to an iron pin in Old Augusta Road (now Donaldson Road); thence along said road 137.5 feet, more or less, to a point on a hard-surfaced alley; thence along said alley 243 feet, more or less, to a point on White Horse Road; thence along White Horse Road 150 feet, more or less, to the point of beginning.

This mortgage is junior and subordinate to that certain mortgage in favor of Alma Eunice Jones, Leon E. Ashmore and Frances J. Ashmore in the original amount of \$25,000.00, recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1130, at Page 215.

Together with all and singular rights, members, hereditaments, and apportenances to the same belonging in any way facident or appertaining, and all of the trust, issues, and profits which may arise or be had therefron, and including all heating, plannbing, 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 hone-field furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgager, 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 self, 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 Mortgagoe forever, from and agoint the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.