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STATE OF SOUTH CAROLINA

FILED
GREENVILLE CO. S. C.
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BOOK 1138 PAGE 549

COUNTY OF GREENVILLE

LILLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, PROMOTIONAL ENTERPRISES, INC.

(hereinafter referred to as Mortgagee) is well and truly indebted unto LEAKE & GARRETT, INC.

(hereinafter referred to as Mortgage) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein, by reference, in the sum of Two Thousand Two Hundred Twenty-five and No/100-----

Dollars (\$ 2,225.00) due and payable

sixty (60) days from date,

with interest thereon from date at the rate of 6 per centum per annum, to be paid at maturity.

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

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee 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 Mortgagee 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 piece, parcel or lot of land together with buildings and improvements, situate, lying and being on the Southwestern side of Bishop Drive, in the Town of Mauldin, Greenville County, South Carolina, being shown and designated as Lot No. 11 on a Plat of BISHOP HEIGHTS, made by Ethan C. Allen, RLS, dated January, 1966, and recorded in the RMC Office for Greenville County, S C, in Plat Book BBB, page 171, reference to which is hereby craved for the metes and bounds thereof.

The within mortgage is junior in lien to a first mortgage covering the above described property of even date herewith given by Promotional Enterprises, Inc., to Cameron-Brown Company, to be recorded, and is to secure the deferred portion of the purchase price of the above described property.

Together with all and singular rights, members, hereditaments, 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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

In Satisfaction to this

Mortgagee R. E. M.

SATISFIED AND CANCELED OF RECORD

28th DAY OF January 1971