

"Truth in Lending" Legislation does not apply - business loan.

FILED  
MORTGAGE OF REAL ESTATE GREENVILLE Co. S. C. Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

DEC 11 4 49 PM '70

BOOK 1175 PAGE 317

OLLIE FARNSWORTH }  
R.M.C. }  
STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE } MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Threatt-Maxwell Enterprises, Inc. (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Sallie C. Huguenin-----

(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 Thirty Thousand Five Hundred Ten and no/100-----

DOLLARS (\$ 30,510.00-),

with interest thereon from date at the rate of seven per centum per annum, said principal and interest to be repaid:

in annual installments of \$10,170.00 to be applied to principal. Interest to be computed and paid annually in addition to the principal payment.

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, being shown as 13.56 acres on plat entitled Property of Derby Heights, Inc., recorded in Plat Book \_\_\_\_\_ at page \_\_\_\_\_ in the RMC Office for Greenville County, and having according to said plat the following metes and bounds:

Beginning at an iron pin at corner of Otis Davis property and Lots 403 and 404, and running thence with line of Otis Davis N 80-52 W 429.9 feet to an iron pin; thence S 30-55 W 1573.9 feet to an iron pin; thence S 85-31 E 411 feet to an iron pin; thence N 32-08 E 1545.7 feet to the beginning corner.

This is the same property conveyed to the mortgagor by the mortgagee by deed to be recorded herewith, bearing even date herewith, this being a purchase money mortgage.

The mortgagee agrees to release portions of the within described property upon payment of the sum equivalent to \$3,000.00 for each acre of land released.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or 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.