

MORTGAGE OF REAL ESTATE—Offices of **GREENVILLE CO. S. C.** Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

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OLLIE FARNSWORTH
R. M. C.
MORTGAGE

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

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 T.E. FOWLER & GEORGIA W. FOWLER

(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

Ninety-four Thousand Four Hundred Seventy & no/100 DOLLARS (\$ 94,470.00), with interest thereon from date at the rate of 5 per centum per annum, said principal and interest to be repaid: in five (5) equal annual installments of \$18,894.00 each, beginning July 26, 1972; with annual interest computed on the unpaid balance at the rate of 5% to be computed and paid annually; without the privilege of anticipation except as herein stated.

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, including all streets, as shown on a plat entitled Fowler Fields, recorded in Plat Book 4F at pages 56 and 57 in the RMC Office for Greenville County, with the exception of Lots no. 1, 49, 50 and 51.

This is the same property conveyed to the Mortgagor by deed of Mortgagees to be recorded herewith.

It is anticipated that the lots herein mortgaged will be sold by Mortgagor and the Mortgagees agree to release from the lien of this mortgage any lot on the condition that the Mortgagor deposit the sum of \$1,575.00 for each lot released in a savings and loan association in the name of the Mortgagor, and that the savings account representing such deposit(s) be assigned to the Mortgagees as substituted collateral in place of lot released. It is further agreed that at any time after January 1st of any year all or part of the amount so deposited as substitute collateral not exceeding the annual installment due that year may be delivered to the Mortgagees in full or partial payment of the annual installment which would become due on July 26th of that year. It is distinctly understood and agreed that the execution of a power of attorney, trust agreement, or other instrument hypothecating said savings account shall not be construed as an assignment but only as a pledge and the Mortgagees shall have no right in said savings account unless and until there is a default in the conditions of this note and mortgage. The Mortgagor shall be the owner of and shall be entitled to the interest earned on such savings account.

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.

*For Release for 60 see Book 932 Page 92 deed to Advance Building here of Greenville
for Release for 55 see Book 931 Page 172 deed to Advance Building here of Greenville*