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BOOK 1200 PAGE 555

MORTGAGE OF REAL ESTATE *Plat Book of Love, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.*
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 RUBY DILLARD -----

(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

Seventeen Thousand Nine Hundred Seventy-five & 60/100 DOLLARS (\$ 17,975.60),
with interest thereon from date at the rate of six per centum per annum, said principal and interest to be repaid: \$5,991.86 on January 2, 1972; \$5,991.86 on January 2, 1973;
\$5,991.88 on January 2, 1974; 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, being known and designated as lots no. 1, 7, 8, 9, 10, 11, 12, 13, 14, 15, 21, 22, 23, 24, 25, and 26 of a subdivision known as Rosewood Acres according to a plat and which was prepared by Terry T. Dill, dated April 22, 1960 and recorded in the RMC Office for Greenville County in Plat Book MM at Page 154, and having such metes and bounds as is shown on it.

It is anticipated that the lots herein mortgaged will be sold by Mortgagor and the Mortgagee agree to release from the lien of this mortgage any lot on the condition that the Mortgagor deposit the sum of \$2,000.00 for each lot release 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 Mortgagee as substituted collateral in place of the 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 Mortgagee in full or partial payment of the annual installment which would become due on January 2nd 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 Mortgagee 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 lot 25 see R.E.M. Book 1216 page 147
For release lot 24 see R.E.M. Book 1215 page 147
For release lot 23 see R.E.M. Book 1214 page 228*

*For Release lot 13 see Plat Book 924 Page 59
For Release lot 14 see Plat Book 923 Page 47
Deed to Verna S. Howard
Deed to Verna S. Howard
Deed to Verna S. Howard*