FILED GREENVILLE CO. S. C.

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First Mortgage on Real Estate

Nov 10 3 19 PH '71 MORTE AGE WORTH

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BLAKELY ENTERPRISES, INC.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

(\$ 40,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is three (3) years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, in the Town of Mauldin on the Southeastern side of Miller Road, on the Eastern and Western sides of Shadecrest Drive, Oak Park Drive and Elkwood Street, being shown and designated as all lots in PARKWOOD Subdivision, Sections Nos. 1 and 2 as shown on Plats thereof made by C. O. Riddle, Surveyor, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4F, Page 22 and in Plat Book 4N, Page 43, reference to which is hereby craved for the metes and bounds, the aforesaid Parkwood Sections 1 and 2 being a subdivision of 38.15 acres in the Town of Mauldin, Greenville County, South Carolina, shown as a substantial part of Tract No. 1 on a Plat of the Property of Mrs. Corrie L. Smith, recorded in the RMC Office for Greenville County, South Carolina in Plat Book HH, Page 101 and being the same property conveyed to Blakely Enterprises, Inc. by deed of Lillie S. Blakely and Ernest Blakely, Jr. recorded in the RMC Office for Greenville County, South Carolina in Deed Book 862, Page 525.

Excluding, however, from the terms and conditions of the within Mortgage the following lots heretofore sold by Blakely Enterprises, Inc. to third parties, to-wit: Nos. 2, 16, 3 14, 1, 15, 44, 57, 43, 22, 13, 12, 6, 20 11, 40, 41, 42, 10, 47, 8, 7, 9 and 48.

The Mortgagor herein reserves the right to have released in due form of law upon request to the Mortgagee each of the above described lots in PARKWOOD Sections 1 and 2 upon payment to the Mortgagee of the sum of Two Thousand (\$2,000.00) Dollars for each lot, which sum shall be applied first to interest due on the note which this Mortgage secures with balance to principal.

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, he considered a part of the real estate.