

Truth in Lending does not apply.

BOOK 1229 PAGE 604

MORTGAGE OF REAL ESTATE—Office of Lays, Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S.C.

FILED
GREENVILLE, CO. S.C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OLLIE FARNSWORTH
R.M.C. MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James E. Poland and Sharon M. Poland (hereinafter referred to as Mortgagor) SEND(S) GREETING;

WHEREAS, the Mortgagor is well and truly indebted unto Bob Maxwell Builders, Inc.

(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 -----

Six Thousand Three Hundred Eighty-seven and 50/100-DOLLARS (\$ 6,387.50)-

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

Six months from date or upon sale of house at 1160 Ellwanger Drive, Phoenixville, Pa., whichever is sooner.

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, containing 4.3 acres,

more or less, being shown on plat entitled "Survey for Frances S. Crosby" recorded in Plat Book 4J at page 171 in the RMC Office for Greenville County, and having the following metes and bounds:

Beginning at an iron pin in the center of road at joint corner of property designated as 5.5 acre tract on said plat, and running thence with said tract, S 85-40 W 740.8 feet to an iron pin; thence N 34-49 E 387 feet to an iron pin; thence with tract of land designated as 6.9 acres on said plat, N 85-41 E 496.6 feet to an iron pin on said road; thence with center of road as the line, S 4-19 E 300 feet to the beginning corner.

This property is the same conveyed to mortgagors by Frances S. Crosby et al, deed recorded on even date herewith.

This mortgage is junior in lien to the mortgage of First Federal Savings & Loan Association recorded in the RMC Office for Greenville County on even date herewith in the original amount of \$25,000.00.

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 thereon, 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.