

HORTON, DRAWDY, DILLARD, MARCHBANKS, CHAPMAN & BROWN, P. A., 307 PETTIGRU STREET, GREENVILLE, S. C. 29603

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

FILED
GREENVILLE CO. S. C.

AUG 18 2 48 PM '77

MORTGAGE OF REAL ESTATE
(CORPORATION)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ELIZABETH RIDDLE
R.M.C.

WHEREAS, LINDSEY BUILDERS, INC., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST PIEDMONT BANK AND TRUST COMPANY

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Sixty-nine Thousand and No/100----- Dollars (\$ 69,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein; with interest thereon from date at the rate of 8 per centum per annum, to be paid as provided for in said note; and,

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 piece, parcel or lot of land with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the Northern and Southern sides of Kellett Drive Extension, the Eastern and Western sides of Terrydale Drive and the Eastern and Western sides of Terrydale Court and Kellett Drive Extension, and the Northern and Southern sides of Kato Avenue, being shown and designated as Lots Nos. 1 through 64, inclusive, on a final Plat of TERRYDALE SUBDIVISION made by Campbell & Clarkson Surveyors, Inc., dated June 9, 1971, recorded in the RMC Office for Greenville County, S. C., in Plat Book 4N, page 17, reference to which is hereby craved for the metes and bounds thereof.

The above described property consists of 6.2 acres, more or less, conveyed to the Mortgagor herein by deed of A & J Enterprises, Inc. dated April 16, 1971, recorded in Deed Book 917, page 585, being shown and designated as Tract A on a plat of a survey for Rosa M. Henderson dated January 14, 1967, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book XX, page 198, and 17.32 acres on a plat entitled "Property of Lindsey Builders, Inc." made by Campbell & Clarkson Surveyors, Inc., dated March 2, 1971, conveyed by deed of George N. Gault and Kenneth M. Williams to the Mortgagor recorded in Deed Book 917, page 586.

EXCLUDING the following lots previously sold and conveyed to third parties by Lindsey Builders, Inc., from TERRYDALE SUBDIVISION:

Lots 24, 47, 48 and 40.

The within mortgage is a junior lien to those certain mortgages from Lindsey Builders, Inc. to Carolina Federal Savings & Loan Association of Greenville, S.C., recorded in the RMC Office for said County and State in Mortgage Book 1194, page 343, in the sum of \$140,000.00 and to First Piedmont Bank and Trust Company recorded in said RMC Office in Mortgage Book 1222, page 659, in the

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting 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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

sum of \$70,000.00 which mortgages are of equal rank or priority in accordance with the terms of that certain agreement dated February 18, 1972, recorded