

GREENVILLE CO. S. C.
OCT 24 12 33 PM '72
ELIZABETH RIDDLE
R.M.C.

BOOK 1254 PAGE 237

First Mortgage on Real Estate

MORTGAGE.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: ASSOCIATED REALTY CO. OF GREENVILLE, a Partnership comprised of BARRY ESTATES, INC., EDWARD A. SHANDELL, MORRIS J. SCHNUR & (hereinafter referred to as Mortgagor) SEND(S) GREETING: EDWARD SACKS,

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 - - - - -DOLLARS

(\$ 250, 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 12 years 4 months 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, on the Northeast side of Cedar Lane Road, which tract of land is denominated Parcel "B" on Plat entitled "Plat of Property at Cedar Lane Road and Orchid Drive, etc. ", prepared by Charles F. Webb, R. L. S. dated December 11, 1962, recorded in the RMC Office, Greenville County, South Carolina in Plat Book CCC, at Page 127, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Tracts A and B (as shown on said Plat) on the Northeast side of Cedar Lane Road, which point is 228.7 feet S. 45-22 E. of the intersection of Cedar Lane Road with the Southwest side of Orchid Drive; and running thence with the joint line of said Tracts A and B, N. 34-18 E. 591.4 feet to an iron pin; thence along the rear line of Tract A, N. 55-42 W. 225 feet to an iron pin on the Southeast side of Orchid Drive; thence along said Orchid Drive, N. 34-18 E. 117.7 feet to an iron pin; thence S. 56-00 E. 525 feet to an iron pin at the joint rear corner of Tracts B and C; thence with the joint line of said Tracts, S. 34-18 W. 766.8 feet to an iron pin on the Northeast side of Cedar Lane Road; thence with the line of Cedar Lane Road, N. 45-22 W. 305.05 feet to point of beginning.

ALSO:

ALL of the Mortgagor's right, title and interest (the same consisting of a Leasehold Interest as Assignee) in and to all that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in County and State aforesaid, and being denominated as Parcel "C" on the aforesaid plat by Charles F. Webb, R. L. S., dated December 11, 1962 recorded in Plat Book CCC, at Page 127, RMC Office, Greenville County, S. C., reference to which Plat is craved for a more detailed description. Being the same acquired by the Mortgagor as Assignee by instrument recorded in said RMC Office, in Deed Book 716, at Page 340.

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.