

REGULATION NO. 22
COMPLIED WITH
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1274 PAGE 325

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:
FILED
GREENVILLE: CO. S. C.

WHEREAS, SAM ENTERPRISES, A PARTNERSHIP MAY 2 10 54 AM '73

(hereinafter referred to as Mortgagor) is well and truly indebted unto IMPERIAL PROPERTIES INC.
R.I.C.

(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 TEN THOUSAND THREE HUNDRED TWENTY FOUR and 42/100

Dollars (\$ 10,324.42) due and payable

on demand,

with interest thereon from date at the rate of six per centum per annum, to be paid at maturity

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, in the Town of Mountain Inn, being shown and designated as Lots Nos. 7, 8 and 9 on a Plat entitled "Map No. 1 of VAUGHN HEIGHTS", Property of J. C. Vaughn, made by C. O. Riddle, Surveyor, dated October 29, 1953, revised October 22, 1964, reference to which is hereby craved for a more particular description.

The within Mortgage is junior in lien to that certain Mortgage given by Imperial Properties, Inc. to Ray D. Hawkins in the original amount of \$45,000.00, dated January 31, 1973, and recorded February 2, 1973, in the RMC Office for Greenville County, South Carolina in Mortgage Book 1256, Page 593.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all 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 whatsoever lawfully claiming the same or any part thereof.