MORTGAGE OF REAL ESTATE—Mann, Fennell, Lanham & Briney, Attorneys at Law, Justice Building, Greenville, S.C. BOOK 1291 PAGE 643

FILED
GREENVILLE CO. S.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SEP 26 3 02 PM '73
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, POINSETT HOME BUILDERS, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto EUNICE A. BASWELL

(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 and No/100---------- Dollars ($ 10,000.00 ) due and payable
$100.00 on the 15th day of each month, beginning October 15, 1973, payment to be applied first to interest, balance to principal, balance due 5 years after date,

with interest thereon from date at the rate of eight (8%) per centum per annum, to be paid: monthly

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 those 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, as follows:

#1: All that piece, parcel or lot of land, with improvements thereon, in the County of Greenville, State of South Carolina, situate, lying and being at the northwest corner of Fairmont Avenue and Fairfield Road, being known and designated as Lot 37 on plat of Extension of Brookforest made by Jones & Sutherland, Eng., dated September 11, 1959, and recorded in the RMC Office for Greenville County in Plat Book OO, at page 334, and being the same property conveyed to the Mortgagor by Audrey G. Scandrett and Dorothy G. Scandrett recorded in Deed Book 813, at page 70.

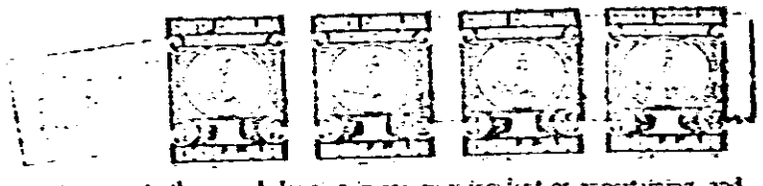
#2: All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina and being the greater portion of Lot 26 as shown on Plat of Property of C. E. Briscoe recorded in the RMC office for Greenville County in Plat Book F, page 156, and being the same property conveyed to the Mortgagor by John H. Hembree by deed recorded in Deed Book 788, at page 391.

#3: All that piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, being known and designated as Lot No. 31 of a resubdivision of part of Oakvale Terrace as shown on plat prepared by J. C. Hill, RLS, dated June 1, 1956 and revised August 9, 1958, recorded in the RMC Office for Greenville County in Plat Book LL, at page 58 and being the same property conveyed to the Mortgagor by Nina S. Friedman by deed recorded in Deed Book 810, at page 194.

#4: All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, GAntt Township, being known and designated as the southern portion of Lots 17 and 18 according to plat of Oakvale Farms made by C. C. Jones dated August, 1941, recorded in the RMC Office for Greenville County in Plat Book M at page 15, and being the same property conveyed to the Mortgagor by deed of Hazel W. Melton recorded in Deed Book 776, at page 545.

#5: All those pieces, parcels or lots of land in Gantt Township, Greenville County, State of South Carolina, being known and designated as Lot 34, Block B, Lot 3, Block D, and Lot 18 Block E of Blue Sky Park, a subdivision as shown on plat thereof recorded in the RMC Office for Greenville County, S. C. in Plat Book S, at page 83, said property being the same conveyed to the Mortgagor by deed of W. H. Alford recorded in Deed Book 783, at page 511.

#6: All that piece, parcel or tract ofland in Saluda Township, Greenville County, State of South Carolina, containing 200.5 acres, more or less, and being on or near Terry Creek Road and adjoining property of L. R. Wood, and being the same property conveyed to the Mortgagor by H. C. Bradburn; LESS, HOWEVER, certain parcels heretofore conveyed therefrom.



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 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.

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