

FILED
GREENVILLE, CO. S. C.

NOV 21 2 39 PM '73

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1295 PAGE 702

First Mortgage on Real Estate

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

HENDERSON FOREST INVESTORS, A LIMITED PARTNERSHIP

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, Greenville, S. 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 **Niney Three Thousand Three Hundred Thirty Three and 38/100 DOLLARS (\$ 93,333.38**), with interest thereon as provided in said promissory note, said principal and interest to be paid as therein stated, 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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable, **September 15, 1974.**

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 eastern and western sides of Meredith Lane, Glenda Lane, Lindmont Drive and the northern and southern sides of Pittler Drive, and Dahlglen Avenue being shown and designated as Lots Nos. 1 through 64, inclusive on a plat of Henderson Forest made by Campbell & Clarkson, Surveyors, Inc. dated June 9, 1971 recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-R, page 41, reference to which is hereby craved for the metes and bounds thereof, EXCLUDING, HOWEVER, the following lots as shown and numbered on the aforementioned plat recorded in Plat Book 4-R, page 41, to-wit: Lots Nos. 47, 48, 24, 40, 14, 22, 37, 38, 19, 20, 39, 18, 28, and 51.

The above described property was formerly known as Terrydale Subdivision on a plat thereof recorded in the RMC Office for Greenville County, S.C. in Plat Book 4-N, page 17, said subdivision and the streets therein having been re-named.

The within mortgage is equal in lien and priority to that certain mortgage given by the Mortgagors to First Piedmont Bank and Trust Company of even date herewith to be recorded in the sum of \$46,666.62.

The Mortgagor reserves the right to have released from the lien of this mortgage each of the above described lots in Henderson Forest upon payment of the amount set forth in that certain Agreement between the Mortgagor, the mortgagee, and First Piedmont Bank and Trust Company of even date herewith to be recorded.